Malvern TCE Superfund Site: Comprehensive Transaction Report

Run Date: 10/3/2000

PRP Name: Armstrong Cork Co.

Invoice	Order	Invoice	Manifest	SDMS DocID 2	2088026	Counted Toward
Date	Number	Number	Number	Waste Description	Quantity	Ranking
1/19/197	36673	(20/4 2000 2000 12	NA	TRICHLOROETHANE	20.00	Yes
1/19/197	36673		NA	TRICHLOROETHANE	11.00	No
3/9/1978	37280		NA	TRICHLOROETHANE	20.00	Yes
3/9/1978	37280		NA	RECLAIMED CHLOROTHENE	15.00	No
3/31/197	37956		NA	TRICHLORETHYLENE	11.00	No
3/31/197	37956		NA	1,1,1 TRICHLOROETHANE	20.00	Yes
4/24/197	38101		NA	TRICHLOROETHANE	14.00	No
4/24/197	38101		NA	TRICHLOROETHANE	20.00	Yes
5/1/1978	38109		NA	TRICHLOROETHANE	20.00	Yes
5/1/1978	38109		NA	TRICHLOROETHANE	13.00	No
5/5/1978	38110		NA	TRICHLOROETHANE	20.00	Yes
5/5/1978	38110		NA	TRICHLOROETHANE	14.00	No
5/8/1978	38111		NA	CHLOROETHENE	14.00	No
5/8/1978	38111		NA	CHLOROETHENE	20.00	Yes
5/15/197	38112		NA	CHLOROTHENE	20.00	Yes
5/15/197	38112		NA	CHLOROTHENE	13.42	No
5/19/197	38115		NA	CHLOROTHENE	20.00	Yes
5/19/197	38115		NA	CHLOROTHENE	13.00	No
5/26/197	38116		NA	CHLOROTHENE	7.00	No
5/26/197	38116		NA	CHLOROTHENE	20.00	Yes
5/26/197	38117		NA	TRICHLOROETHANE	12.50	No
5/26/197	38117		NA	TRICHLOROETHANE	20.00	Yes
6/1/1978	38118		NA	CHLOROTHENE	13.00	No
6/1/1978	38118		NA	CHLOROTHENE	20.00	Yes.
6/9/1978	38119		NA	TRICHLOROETHANE	11.00	No
6/9/1978	38119		NA	TRICHLOROETHANE	20.00	Yes
6/9/1978	38120	7119	NA	1,1,1 TRICHLOROETHANE	20.00	Yes
6/9/1978	38120	7119	NA	RECLAIMED CHLOROTHENE	12.00	No
6/13/197	38121	7123	na	1,1,1 TRICHLOROETHANE	20.00	Yes
6/13/197	38121	7123	NA	RECLAIMED CHLOROTHENE	13.50	No
6/22/197	38122		NA .	CHLOROETHENE	20.00	Yes
6/22/197	38122		NA	CHLOROETHENE	11.00	No
6/29/197	38127		NA	TRICHLOROETHANE	20.00	Yes
6/29/197	38127		NA	TRICHLOROETHANE	12.00	No
8/3/1978	38128		NA	TRICHLOROETHANE	20.00	Yes
8/3/1978	38128		NA	TRICHLOROETHANE	12.00	No
8/14/197	38129		NA	TRICHLOROETHANE	13.63	Yes

Malvern TCE Superfund Site: Comprehensive Transaction Report

PRP Name: Armstrong Cork Co.

Invoice Date	Order Number	Invoice Number	Manifest B Number	Waste Description	Quantity	Counted Toward Ranking
8/14/197	38129		NA	TRICHLOROETHANE	9.00	No
8/21/197	38130		NA	CHLOROETHENE	20.00	Yes
8/21/197	38130		NA	CHLOROETHENE	12.00	No ·
9/8/1978	39667		NA	TRICHLOROETHANE	14.00	No
9/8/1978	39667		NA	TRICHLOROETHANE	22.72	Yes
10/12/19	39668		NA	CHLOROETHENE	10.00	No
10/12/19	39668		NA .	TRICHLOROETHANE	20.00	Yes
10/31/19	0		NA	TRICHLOROETHANE	25.45	Yes
10/31/19	0		NA	TRICHLOROETHANE	17.00	No
11/17/19	39683		NA	TRICHLOROETHANE	20.00	Yes
11/17/19	39683		NA	TRICHLOROETHANE	8.64	No
12/27/19	39684		NA	TRICHLOROETHANE	20.00	Yes
12/27/19	39684		NA .	TRICHLOROETHANE	13.00	No
1/11/197	39685		NA	TRICHLOROETHANE	20.90	Yes
1/11/197	39685		NA .	TRICHLOROETHANE	16.00	No
1			1	Total Waste Counted Towards Ranking	522.70	

Run Date: 10/3/2000

Nlagara 4-2986

INVOICE

6927

CHEMCLENE CORPORATION MALVERN, PENNSYLVANIA

Sold to Armstrong Cork Co. Lancaster, PA Date of Invoice 19 January 1978

Your Order Number 36673
Terms: Net 30 days.

PERCHLORETHYLENE IB @ CHECK No. 143541

TRICHLORETHYLENE IB @ CHECK No. 143541

METHYLENE CHLORIDE IB @ DATE 27 (435) 8

600 gal reclaimed 1-1-1 TRICHLOROETHANE 6,552 net IB \$1.08/gal = \$648.00

See attached reclaimation report for yield and analysis data.

CHEMCLENE CORP. MALVERN, PA. 19355

PHONE (215) 644-2986

#36673

Sold to ARMSTRI			<i>1</i>		
Address LANCAST	I ER	r _A			
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12 DRUMS (6		AL) RE		ED .	107
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PRODUCT	OPOT	AL) RE HANE GALION	CLAI ME	START	
PRODUCT PERCHLORETHYLENE	OPOT	AL) RE HANE GALION	CLAI ME	START	

PURCHASE ORDER



Lancaster Floor Plant

MARK FOR RECEIVING DEPT V P GRUBE BLDG 500

TERMS F.O.B. POINT N - 30RECEIVED DEL FROM

ORDERED FROM

CHEMCLENE CORP

MALVERN PA 19355

PAGE #	ORDER DATE	DATE WANTED	ORDER & REL. #	P.A.
1	01/06/78	01/30/78	36673	3

IMPORTANT

ALL SUPPORTING PAPERS MUST SHOW THIS INFORMATION COMPLETE

SHIP AND BILL TO

ARMSTRONG CORK COMPANY LANCASTER FLOOR PLANT LANCASTER, PENNSYLVANIA 17604

"MARK FOR"; "ATTENTION"; "ACCO. ORDER & RELEASE NO."

CONTACT PURCHASING AGENT IMMEDIATELY IF EXCEPTION IS TAKEN TO PRICE, QUANTITY, DE-LIVERY DATE, TERMS, ETC.

PLEASE E	NTER	OUR ORDER FOR THE	R THE FOLLOWING MATERIAL BILLS OF LADING MUST ACCOMPANY ALL FREIGHT SHIPMENTS				
QUANTITY ORDERED	UNIT	ACCO, SPEC. OR INV. NO.	DESCRIPTION				
1,100	GL	1-1845-1010	PRICE \$ 1.080 RECLAIMED CHLOROTHENE 120-022-01 LOC BLDG 500 SOLVENT RACK CONF TO KING GRAVER 1/5/78 MSS-F-1900				
		·	EACH DRUM RETURNED TO ARMSTRONG TO BE MARKED "RECLAIMED CHLOROTHENE"				
			CONFIRMATION Do Not Duplicate				
· -							

SALES TAX

DO NOT INVOICE PENNSYLVANIA SALES AND USE TAX. PAYMENT WILL BE MADE DIRECTLY TO PENNSYLVANIA DEPARTMENT OF REVENUE BY ARMSTRONG CORK COMPANY UNDER DIRECT PAYMENT PERMIT NO. 00130.

SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE HEREOF.

ARMSTRONG CORK COMPANY PURCHASING AGENT

TO DESCRIPTION OF THE REAL PROPERTY OF STANDARD TO THE STANDARD TO Seller must comply with the Fair Labor Standards. Act. of 1933, as amended, and orders and regulations promulgated thereunder; and Seller agrees that the furnishing of goods or services, and invoicing, shall be a certification of such compliance with respect to goods and services. A share covered by Seller's invoices. The remaindrates of the second remain Sault roofe retrest and

Purchaser shall have the right to delay payment to Seller, without loss of discount, if any, and without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery. be point Billion

No modification of the conditions hereof shall be effective unless made in writing and signed by both parties. Acknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add to, or detract from the terms, and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms. No increase in the purchase price, whether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent.

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof, or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof, are and shall be free and clear of infringement of any patent and that Seller will, at its own expense, if notified by Purchaser, defend or compromise any and all claims, actions, or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the conditions of service required and specified; and that the items purchased hereunder shall be free from defects in material and workmanship and design (unless designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder or any part thereof be found in under normal use and service within one year after date of delivery, to have been defective when received by Purchaser, Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

Upon written request of Purchaser, Seller agrees to provide the services of a qualified Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem basis, and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser. 2120

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the person and property of others on or near the permises. Seller further agrees that it carries and will continue to carry the following insurance with limits adequate to insufe against all reasonably foreseeable injury of damage to the persons and property hereinabove set forth for which Seller might be held fully or partially liable: workmen's compensationable by held fully or partially liable. protective liability insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser, and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy Act or state receivership proceedings of even date herewith or subsequent hereto, Purchaser expressly reserves the right to cancel this Purchase Order . without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro-rate portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act. of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Reichase Order to so comply.

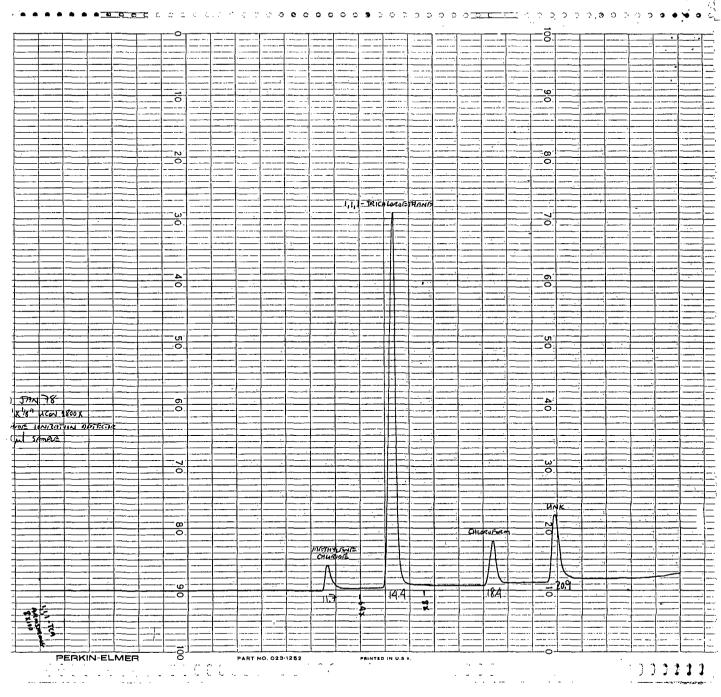
All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price increase is declared unlawful.

Seller_agrees_to_comply_with_the_provisions_of_Public_Law 92,540, approved_October_24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the Federal State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era.

Seller agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 19 Januar	y 1970
Your Order No.:	36673 (Your Invoice No. 1-1845-1010)
Material Reclaim	ed: Chlorothane (1,1,1-Trichloroethane)
Amount Received:	approx. 1,100 gal (11,548 lbs net)
Amount recovered	: 600 gal (6552 lbs net)
Yield:	56.7%
Results of anayl	sis of reclaimed material:
0.220%	al Acid Acceptance (determined by titration): (anything greater than 0.060% is acceptable)
copy o	position (determined by gas chromatography, f chromatogram attached):
Chl	,1-Trichloroethane
	hylene Chloride



1))):111

REC - ~ 100 GAL (11548 LBS NET)

RECON. = 650 GAG (7,046 " ") = 61°10 VIELD

ACID ACCEPTANCE = 0.770°6 (50,06 is ACCEPTABLE)

PERCENT CUMPOSITION (DETERMINED BY CAS CHROMATOGRAPHY) -

1,1,1-TCA (CHLURATHANS) = 60.7x8 = 4856 = 95.7%

CHLOROFORM = 7.1 = 7.1 = 1.4°15

WICK (OUR) = 10.9 = 7.1%

nec = 4x1 = 40 = 0.8%

SAMPLA = 15.7 A Navit

TRIAL #1

90TAC = [(23.0-15.7) (0.1) (4)]+[(10) (1.32)]

The of Broth. 0.721 (>0.06% is alx)

TRUL #2 -

"10 TAC = [(73.0) - 15.8) (0.1) (4) - ((10) (1.32)

= 0.278% 0.218%

X = 0.220 ± 0.002

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		RECEI	VING RECO	₹D	
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No 36	12	DATE.	PU	RCHASE ORDER NO. OR RETURN	ED GOODS
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Form 6591, 3-77

MISCELLANE	ous Arm	strong	7.			-
SHIPPING SHE	EET 💙 ""	Subing	· · · · · · · · · · · · · · · · · · ·	ADDRESS OF	SHIPPER	Plant No.
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must be regibly filled in, in ink, in indelible Pencil, or in Carbon, and retained by the Agent.

MISC S/S F-1900

120-022-01

State

CUSTOMER TRUCK

LANCASTER

Consigned to-

Destination

Route -

RECEIVE, subject to the classifications and tariffs in effect on the date of the issue of this Shipping Order.

AUTH BY: W. C. ALLISON 120-022-01

19355

ortation of this shipment, and the said terms and conditions are hereby agreed to by CHENCLENE CORP.

MALVERY, PA

CUSTOMER TRUCK

COMPANY

County

The carrier shall not make delivery of

Armstrong	A. C. Co.
a and destined as indicated below which said carrier (the word carrier being ual place of delivery at said destination if on its route otherwise to deliver to oute to destination, and as to each party at any time interested in all or any of	If charges are to be prepaid, write or stamp here, "To be Prepaid,"
Lacing set forth (1), in Uniform Freight Classification in effect on the date thereof, set forth in the classification or tariff which governs the assigns.	Received \$
idress of consignee—For purposes of notification only.)	· ·

Charges Advanced: Delivering Carrier. Car or Vehicle Initials____ Kind of Package, Description of Articles, Special Marks, and Exceptions Kind of Package, Description of Articles, Special Marks, and Exceptions *Weight (Sub. to Corr.) нм НМ Packages BOXES Adhesives NO1, in metal cans CRATES ORUMS Adhesives NOI Facing or Floor Covering, BOXES Adhesives NOI, in metal cans ROLLS (Paper Wrapped) Felt Base Flammable Liquid TUBES (Fibreboard) (Rugs) BOXES Adhesives NOI, in metal cans Facing or Floo Flammable Liquid, Ltd. Qty. ROLLS (Mats) Synthetic BOXES CRATES Wax, Floor Plastic Comp. DRUMS ROLLS (Paper Wrapped) BOXES Adhesives NOI, in metal cans, BOXES Tools, NOI (Mechanic's Hand) Combustible Liquid DRUMS - Adhesives NOI, Flammable Liquid DRUMS Adhesives NOI, Combustible Liquid BOXES Tile, Facing or Flooring. Composition NOI (Plastic) DRUMS - COLORTHENE SOLVENT

If the chargest makes believed two costs by a cost of the	DUNNAGE ater, the law requires that the bill of lading shall state whether	TOTAL	
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NOTE-Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding.

Shipper guarantees that all the charges on those commodities subject to the prepaid requirements of the classification will be paid at destination.

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation. Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

The description and weight

indicated on this bill of lading are correct. subject to verification by the

Eastern Weighing & Insp. Bureau According to Agreement.

ARMSTRONG	CORK	COMPANY,	Shipper
^	_		• •

Per C. L. Campbell

Form 1455 9-77 Permanent post-office address of shipper-LANCASTER, PA. 17604

Armstrong incorporated

REMITTANCE ADVICE

110

INVOICE NUMBER	VOUCHER NUMBER	INVOICE DATE	INVOICE AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
6927	A11770	01-19-78	648.00		648.00
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	·			·	
	:				
·		TOTALS:	648.00		648.00

No.	3626		PURCHASE ORDER NO OR RETURNED GOODS
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ADDRE	SS		COLLECT
VIA.	Σ τ	Th	FREIGHT BILL NO.
	ANTITY	ITEM NUMBER	DESCRIPTION
No.	2	Druns	/F/F/
2		Harris	GFWT: 13,280
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6			2/24/78
7			REC - 17-768 = 1100 GAC
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9 5			For a distribution of the Land and the Administrative Andrews State of the Administrative Andrews of the A
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CUSTOMER PACKING SLIP 4 Armstrong Cork Company Lancaster Floor Plant F-224 Armstrong MISCELLANEOUS Lancuster PA 17604 SHIPPING SHEET Plant No. Our No. Customer No. Terms Ins. Value BILL MAT'L Date Issued Shipping & Invoice Date N-30 2/21/78 37280 ☐Yes **平** No Ship From F.O.B. Bill Freight Out . In Ogoing Coming Reason for Shipment: (Check One) Collect Lanc Fir Pit Lencaster Flr Plt. TheirTRUCK ☐ Return ☐ Repair ☐ Replace ☐ Sample ☐ Below ACCNT SOU DPT OPR CPD ACCOUNTING CODES Chemclene Corp. 120 022 01 Malvern, PA 19335 OTHER DATA ISSUED BY: Floor Plant Purchasing AUTHORIZED BY:
W. C. Allison/dlb SHIPPED BY: Stores - 500 Bldg. SAME DESCRIPTION QUANTITY & UNIT PRICE & UNIT AMOUNT Crude Chlorothene - to be relaimed and returned 22 Drums to Armstrong Cork Company, Floor Plant, Lancaster, 50 Gal/Drum PA 17604 Each drum returned to Armstrong to be "Reclaimed Chlorothene" Inv. No. 1-1845-1010 NO

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REMITTANCE ADVICE 110 014353445

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810 gal

INVOICE

7002

CHEMCLENE CORPORATION MALVERN, PENNSYEVANIA

Sold to Lancaster, PA

Date of Invoice 9 March 1978

Your Order Number 37280 Terms: Net 30 days:

Delivery ticket #1458

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CHEMCLENE CORP.

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MALVERN, PA. 19355 PHONE (215) 644-2986

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PURCHASE ORDER



Lancaster Floor Plant

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Attendings Anna Constitutions

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MARK FOR RECEIVING DEPT ATTENTION V P GRUBE BLDG 500

TERMS N-30 F.O.B. POINTDEL

RECEIVED FROM

ORDERED CHEMCLENE CORP FROM

MALVERN PA 19355

DATE WANTED 02/20/78 003/10/78 W NG000 37280 3

30 SHIP AND ARMSTRONG CORK COMPANY BILL TO THE DESCRIPTION OF THE RESIDENCE OF THE BILL TO

LANCASTER FLOOR PLANTED TO SEE TO LANCASTER, PENNSYLVANIA 17604

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PLEASE ENTER OUR ORDER FOR THE FOLLOWING MATERIAL

BILLS OF LADING MUST ACCOMPANY ALL FREIGHT SHIPMENTS

QUANTITY ORDERED	UNIT	ACCO. SPEC. OR INV. NO.	DESCRIPTION SECURIOR SECURIOR
1,100	GL	1-1845-1010	RECLAIMED CHLOROTHENE 120-022-01 MSS: F-224 RECLAIMED CHLOROTHENE 120-022-01 RECLAIMED CHLO
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SALES TAX

DO NOT INVOICE PENNSYLVANIA SALES AND USE TAX, PAYMENT WILL BE MADE DIRECTLY TO BENNSYLVANIA DEPARTMENT OF REVENUE BY ARMSTRONG CORK COMPANY UNDER DIRECT PAYMENT PERMIT NO. 00130.

SUBJECTATO CONDITIONS PRINTED ON REVERSE SIDE HEREOF. METAL STATES

<u>्राहरू</u> के ता कराकृतालु करा के प्रश्नाच्या करा कार्य ह FORM 3746 1-76 PRINTED IN UNITED STATES OF AMERICA

ARMSTRONG CORK COMPANY Po Douglas de la

PURCHASING AGENT

Seller must comply with the Faik Labor Standards Act of 1933, as amended, and orders and regulations promulgated thereunder and Seller agrees that the furnishing of goods or services, and invoicing, shall be a certification of such compliance with respect to goods and services covered by Seller's invoices.

Leacuston Flank Plank

Purchaser shall have the right to delay payment to Seller, without loss of discount, if any, and without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

No modification of the conditions hereof shall be effective unless made in writing and signed by both parties. Acknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add to, or detract from the terms, and, conditions hereon unless, such intent is clearly, expressed by a means other than mere use of such standard forms. No increase in the purchase price, whether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent. **SECCHARA**

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof, or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof, are and shall be free and clear of infringement of any patent and that Seller will, at its own expense, if notified by Purchaser, defend or compromise any and all claims, actions, or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the conditions of service required and specified, and that the items purchased hereunder shall be free from defects in material and workmanship and design (unless designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder or any part thereof be found under normal use and service within one year after date of delivery, to have been defective when received by Purchaser, Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

Upon written request of Purchaser, Seller agrees to provide the services of a qualified Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem basis, fand shall be fisted separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the person and property of others on or near the permises. Seller further agrees that it carries, and will continue to carry the following insurance with limits adequate to insure against all reasonably foreseeably incury of dampierto the testing the person behavior in the event seller employs a subcontractor, protective liability insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy Act or state receivership proceedings of even date herewith or subsequent hereto, Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro rata portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price increase is declared unlawful.

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24,... 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the Federal State a employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era.

Seller agrees to comply with the provisions of Public/Law 92-112, approved September 26, 1973, and the rules and regulations issued there under, relating to the employment and advancement in employment of qualified handicapped individuals.

RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 9 March 1978
Your Order number: 37280 (2/20/78)
Material Reclaimed: Chlorothene (1,1,1-Trichloroethane)
Amount Received: approx. 1,100 gal (12,268 lb net)
Amount Recovered: 810 gal (8,902 lb net)
Yield: 72.6%
Results of analysis of reclaimed material:
Percent total acid acceptance (determined by titration) $0.200 \pm 0.003\%$ (0.165% is the minimum acceptable)
Percent composition (determined by gas chromatography, copy of chromatogram attached):
1,1,1-Trichloroethane95.7%
Chloroform
Methylene Chloride 0.6%
Unknown (one)

CHEMCLENE CORPORATION MALVERN, PENNSYLVANIA

Sold to Armstrong Cork Co.
Lancester, Penna.

Date of Invoice March 31, 1978

Your Order Number 37956

Terms: Net, 36 days

Ticket #1483

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CHEMCLENE CORP.

MALVERN, PA. 19355

1483

PHONE (215) 644-2986

#37956 Date ____ 31 MAR Sold to_ ARMSTRONG CO-K CO. Address__ LANCASTER, PA **AUTOMATICALLY** TO INSURE YOU PRINTED OF ACCURACY MASTER WILL RECEIPT TEMPERATURE 10тнs YOUR SALE NO GALLON READING - FINISH ELEVEN (11) DRUMS RECLAIMED CHLOROTHANE (1,1,1-TRICHLOROETHANE) GALLON READING - START PREVIOUS SALE NO. GALLONS DELIVERED. PRODUCT POUNDS
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CUSTOMER PACKING SLIP 4 Armstrong Cork Company Lancaster Floor Plant MISCELLANEOUS. Date Issued: Shipping & Invoice Date 37956 N-30 · 3/8/78 í⊒Yes SacSar No Ship From BIII:Ereight Reason for Shipment: (Check One)
Out In
Going Coming Return Repair Replace Sample Below Vie Ppd. Collect F.O.B. Lanc. Fir. Pit. Lanc Fir Pit Their Truck ACCNT * sou ACCOUNTING CODES Chemclene Corp. 120 022 01 Malvern, PA 19335 OTHER DATA ISSUED BY: Floor Plant Purchasing **AUTHORIZED BY:** W. C. Allison/dlh SHIPPED BY: Stores - 500 Bldg. DESCRIPTION : QUANTITY & UNIT PRICE & UNIT **AMOUNT** Crude Chlorothene - to be reclaimed and returned 22 Drums to Armstrong Cork Company, Floor Plant, Lancaster 50 Gal/Drus PA 17604. Each drum returned to Armstrong to be marked "Reclaimed Chlorothene." 1-1845-1010 Form 6591 3-77

PURCHASE ORDER



Lancaster Floor Plant

MARK FOR

ATTENTION RECEIVING DEPT V P GRUBE BLDG 500

TERMS

F.O.B. POINTN-30

RECEIVED DEL FROM

ORDERED

FROM

CHEMCLENE CORP

MALVERN PA 19355

			
ORDER DATE	DATE WANTED	ORDER & REL.	P.A.
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03/08/78	04/15/78	37956	513
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ALL SUPPORTING PAPERS MUST SHOW THIS INFORMATION COMPLETE

SHIP AND BILL TO

ARMSTRONG CORK COMPANY LANCASTER FLOOR PLANT LANCASTER, PENNSYLVANIA 17604

"MARK FOR"; "ATTENTION"; "ACCO. ORDER & RELEASE NO."

CONTACT PURCHASING AGENT IMMEDIATELY IF EXCEPTION IS TAKEN TO PRICE, QUANTITY, DE-LIVERY DATE, TERMS, ETC.

PLEASE ENTER OUR ORDER FOR THE FOLLOWING MATERIAL

BILLS OF LADING MUST ACCOMPANY ALL FREIGHT SHIPMENTS

QUANTITY ORDERED	UNIT	ACCO. SPEC. OR INV. NO.	DESCRIPTION
1,100	GL	1-1845-1010	PRICE \$ 1.080 RECLAIMED CHLOROTHENE 120-022-01 LOC BLDG 500 SOLVENT RACK MSS-F-231
			EACH DRUM RETURNED TO ARMSTRONG TO BE MARKED "RECLAIMED CHLOROTHENE"
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SALES TAX

DO NOT INVOICE PENNSYLVANIA SALES AND USE TAX. PAYMENT WILL BE MADE DIRECTLY TO PENNSYLVANIA DEPARTMENT OF REVENUE BY ARMSTRONG CORK COMPANY UNDER DIRECT PAYMENT PERMIT NO. 00130.

SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE HEREOF.

FORM 3746 1-76 PRINTED IN UNITED STATES OF AMERICA

ARMSTRONG CORK COMPAN

25 05 PURCHASING AGENT remainspecificated and an armonic

Seller must comply with the Fair, Labor Standards Act of 1923, as amended, and orders and regulations promulgated thereunder; and Seller agrees that the furnishing of goods or services, and invoicing, shall be a certification of such compliance with respect to goods and services covered by Seller's invoices.

Purchaser shall have the right to delay payment to Seller, without loss of discount; if any, and without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

No modification of the conditions hereof shall be effective unless made in writing and signed by both parties. Acknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add to, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms. No increase in the purchase price, whether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent.

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof, or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof, are and shall be free and clear of infringement of any patent and that Seller will, at its own expense if notified by Purchaser, defend or compromise any and all claims, actions, or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the conditions of service required and specified; and that the items purchased hereunder shall be free from defects in material and workman-ship and design-(unless designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder or any part thereof be found under normal use and service within one year after date of delivery, to have been defective when received by Eurchaser, Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

Upon written request of Purchaser, Seller agrees to provide the services of a qualified Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem basis, and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the person and property of others on or near the premises. Seller further agrees that it carries and will continue to carry the following insurance with limits adequate to insure against all reasonably foreseeable injury or damage to the persons and property hereinabove set forth for which Seller insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective tablety insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy. Act or state receivership proceedings of even date herewith or subsequent hereto: Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro-rate portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for irems furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price increase is declared unlawful.

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the Fiederal State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era.

Seller, agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

$\underline{\textbf{RECLAIMATION}} \ \ \underline{\textbf{REPORT}} \ \ \underline{\textbf{FOR}} \ \ \underline{\textbf{ARMSTRONG}} \ \ \underline{\textbf{CORK}} \ \ \underline{\textbf{COMPANY}}$

Date: 31 March 1978
Yowr Order Number: 3795€ (3/8/78)
Material Reclaimed: Chlorothene (1,1,1-Trichloroethane)
Amount Received: approx. 1,100 gal (11,963 lb net) Amount recovered: 594 gal (6,439 lb net) Yield: 53.8%
Results of analysis of reclaimed material:
Percent total acid acceptance (determined by titration) $0.185 \pm 0.004\%$ (0.165% is the minimum acceptable)
Percent composition (determined by gas chromatography, copy of chromatogram attached):
1,1,1-Trichloroethane95.8%
Methylene Chloride 1.2%
Trichlorethylene 1.0%
Chloroform
Unknowns (two) 1.5%
Other trace impurities.

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CUSTOMER PACKING SLIP 4 Arestrong Cork Company Lancaster Floor Plant **MISCELLANEOUS** Armstrong Lancaster, PA 17604 SHIPPING SHEET ADDRESS OF SHIPPER Our No. 84.6 Customer No. Ins. Value BILL MAT'L Date Issued Shipping & Invoice Date 38101 H-30 3/30/78 ☐ Yes 35 No Bill Freight F.O.B. Ship From Reason for Shipment: (Check One) Ppd. Collect Lanc Fir Pit Lanc. Flr. Pl.t Theri Truck ☐ Going ☐ Coming ☐ Return ☐ Repair ☐ Replace ☐ Sample ☐ Below SOU DPT OPR CLS ACCNT CPD ACCOUNTING CODES O Chemclene Corp. 120 022 01 Malvern, PA 19335 OTHER DATA ISSUED BY: Floor Plant Purchasing **AUTHORIZED BY:** SAME W. C. Allison/dlh SHIPPED BY: Stores - 500 Bldg. DESCRIPTION QUANTITY & UNIT PRICE & UNIT **AMOUNT** Crude Chlorothene - to be reclaimed and returned 22 DRUMS H.C. to Armstrong Cork Company, Floor Plant, Lancaster 50 Gal/Drum PA 17604. Rach drum returned to Armstrong to be marked "Reclaimed Chlorothene." Inv. No. 1-1845-1010

Form 6591 3-77

RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

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1.2%
2.5%

Analysis certified by,

W. Lloyd Balderston

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IMPORTANT

ALL SUPPORTING PAPERS MUST SHOW THIS INFORMATION COMPLETE

SHIP AND BILL TO

ARMSTRONG CORK COMPANY

LANCASTER FLOOR PLANT LANCASTER, PENNSYLVANIA 17604

"MARK FOR"; "ATTENTION"; "ACCO. ORDER & RELEASE NO."

CONTACT PURCHASING AGENT IMMEDIATELY IF EXCEPTION IS TAKEN TO PRICE, QUANTITY, DE-LIVERY DATE, TERMS, ETC.

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SALES TAX

DO NOT INVOICE PENNSYLVANIA SALES AND USE TAX. PAYMENT WILL BE MADE DIRECTLY TO PENNSYLVANIA DEPARTMENT OF REVENUE BY ARMSTRONG CORK COMPANY UNDER DIRECT PAYMENT PERMIT NO. 00130.

SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE HEREOF.

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Seller must comply with the Fair Labor. Standards Act of 1929, as amended, and orders and regulations promulgated thereunder; and Seller agrees that the turnishing of goods or services, and invoicing, shall be a certification of such compliance with respect to goods and services covered by Seller's invoices.

Purchaser shall have the right to delay payment to Seller, without loss of discount; if any; and without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

No modification of the conditions hereof shall be effective unless made in writing and signed by both parties. Acknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add to, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms. No increase in the purchase price, whether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent.

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof; or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof, are and shall be free and clear of infringement of any patent and that Seller will, at its own expense, if notified by Purchaser, defend or compromise any and all claims, actions, or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the action conditions of service required and specified; and that the items purchased hereunder shall be free from defects in material and workmanship and design-(unless designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder or any part thereof be found under normal use and service within one year after date of delivery, to have been defective when received by Purchaser, Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

Upon written request of Purchaser, Seller agrees to provide the services of a qualified Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem basis, and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Selier is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the person and property of others on or near the premises. Seller further agrees that it carries and will continue to carry the following insurance with limits adequate to insure against all reasonably foreseeable injury of damage to the persons and property hereinabove set forth for which Seller might be held fully or partially liable working a solution insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective liability insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro rata portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated hereiniby reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price increase is declared untawful.

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued the relating to the listing of employment openings with the local office of the Federal-State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era.

THREA DRIE Seller agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

CHEMCLENE CORPORATION

MALVERN, PENNSYLVANIA

(MAILED Z5 MAY)

Date of Invoice April 24, 1978

Sold to

Armstrong Cork Co. Laucaster, Penna.

Your Order Number 38101

Terms: Net. 30 days

Ticket #1509

			
	PERCHLORETHYLENE	lb	@PAID
	TRICHLORETHYLENE	lb	@CHECK No. 175725
	METHYLENE CHLORIDE	lb	@ DATE 13 JUN 38
14 drums reclaimed	1-1-1 TRICHLOROETHANE	756 gallons	@\$1.08/gal.#\$816.48
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CHEMCLENE CORP. MALVERN, PA. 19355

PHONE (215) 644-2986

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INVOICE 7065

CHEMCLENE CORPORATION MALVERN, PENNSYLVANIA FOR THE SECOND

(MAILEO 75 MAY)

Sold to Armstrong Cork Co. Your Order Number 38109
Lancaster, Penna. Terms: Net, 30 days

Ticket #1322

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CHEMCLENE CORP.

MALVERN, PA. 19355

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PHONE (215) 644-2986

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#### RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 1 may 1976
Your order number: 38109 (4/14/78)
Material reclaimed: Chlorothene (1,1,1-trichloroethane)
Amount received: approx. 1,100 gal (13,188 lb net)
Amount recoveered: 702 gal (7,610 lb net)
Yield: 57.7%
Results of laboratory analysis of reclaimed material:
Percent total acid acceptance (determined by titration):
0.219 - 0.003 %T.A.C. (0.165 %T.A.C. is the minimum
acceptable).
Percent composition (determined by gas chromatography
copy of chromatogram attached):
1,1,1-trichloroethane95.5%
Trichlorethylene
Stabilizers
Unknowns (probably stabilizers) 2.5%

Analysis certified by,

W. Lloyd Balderston

_____ 1,1,1-12KH400E7HANE Mike I STABILITY STABILITIES STARTUTEC TRICHURGINY LINK 19.2 20.0 21.1 274 27.9 17 100+

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1,1-121)	50.3 X16	=	804.8	:	95.5%		*******
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BILL TO CONT. LANCASTER FLOOR PLANT LANCASTER, PENNSYLVANIA 17604

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FORM 3746 1-76 PRINTED IN UNITED STATES OF AMERICA

DO NOT INVOICE PENNSYLVANIA SALES AND USE TAX. PAYMENT WILL BE MADE DIRECTLY TO PENNSYLVANIA DEPARTMENT OF REVENUE BY ARMSTRONG CORK COMPANY UNDER DIRECT PAYMENT PERMIT NO. 00130.

SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE HEREOF

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Seller must comply with the Earl. Labor Standards Act of 1933, as amended, and orders and regulations promulgated thereunder; and Seller agrees that the furnishing of goods or services; and invoicing, shall be a certification of such compliance with respect to goods and services covered by Seller's invoices.

Purchaser shall have the right to delay payment to Seller, without loss of discounts france, and without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

No modification of the conditions hereof shall be effective unless made in writing and signed by both parties. Acknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add to, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms. Y No increase in the purchase price, whether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent.

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof, or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof, are and shall be free and clear of infringement of any patent and that Seller will, at its own expense, if notified by Purchaser, defend or compromise any and all claims, actions, or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the expectations of service required and specified; and that the items purchased hereunder shall be free from defects in material and workman-ship and design (unless designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder or any part thereof be found under normal use and service within one year after date of delivery, to have been defective when received by Purchaser, Setler shall repair or reptace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to br included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

Upon written request of Purchaser, Seller agrees to provide the services of a qualified Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem basis, and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safegyards and use reasonable care to protect Purchaser's employees and property, and the person and property of others on of near the premises. Seller further agrees that it carries and will continue to carry the following insurance with limits adequate to insure against all disconding by bit as earlied by a property hereinabove set forth for which Seller might be held fully or partially liable: workmen's compensation insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective liability insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro rata portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price increase is declared unlawful.

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the fiederal-State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era

THEOR DATE Seller agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

CUSTOMER PACKING SLIP 4

**Armstrong** 

MISCELLANEOUS SHIPPING SHEET Armstrong Cork Company
Lancaster Floor Flant
Lancaster PA 17604
ADDRESS OF SHIPPER

F-578

Plant No.

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Nlagara 4-2986 INVOICE 7071 CHEMCLENE CORPORATION MALVERN, PENNSYLVANIAL (MAILENEZE MAY) Vey 5, 1978 Date of Invoice Sold to Your Order Number 38110 Ameticas Cork Co. Tencaster Penns Terms: Ret, 30 days Ticket #1528 CHECK No. 175 28 TRICHLORETHYLENE METHYLENE CHLORIDE DATE 13 JUN 18 NOTE: Avalypie & Yield Data Attacked

# CHEMCLENE CORP. MALVERN, PA. 19355 7 1528

PHONE (215) 644-2986

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#### RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 5 Mag 1978	
Your order number: 38110 (4/14/78)	
Material reclaimed: Chlorothene (1,1,1-trichloroethane)	
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Amount received: approx. 1,100 gal (12,008 lb net)	: '
Amount revovered: 756 gal (8,195 1b net)	
Yield: 68.2%	
Results of laboratory analysis of reclaimed material:	
Percent total acid acceptance (determined by titration)	1
0.238 ± 0.002 %T.A.C. (0.165 %T.A.C. 18 the minimum)	
acceptable).	
Percent composition (determined by gas chromatography.)	
copy of chromatogram attached):	
l, l, l-trichloroethane	Î ren
Trichlorethylene	
Stabilizers	
Unknowns (probably stabilizers) 2.5%	
	1949 14.78 A.

Analysis certified by,

W. Lloyd Balderston

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ARMSTRING # 38110 -	p · ·
MAY 5, 1978	
REC. = APPROX 1,100 GAC (17,008) LB NES)	N ₁
RECON. = 756 CAC (8,195 LB NET)	
VIELD = 68.2°6	
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BL - 23.7 m	1
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Run = 2 = 15.8 ml = 6.239	
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тивов онивеноя по comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued Thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

Seller must comply with the Fair Labor Standards Act of 1933, as amended, and orders and regulations promulgated thereunder; and Seller agrees that the furnishing of goods or services, and invoicing, shall be a certification of such compliance with respect to goods and services covered by Seller's invoices.

Purchaser shall have the right to delay payment to Seller, without loss of discounts if any sand without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

No modification of the conditions hereof shall be effective unless made in writing and signed by both parties. Acknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add to, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms. Notincrease in the purchase price Awhether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent. Of the purchase of the purchase of the purchase order issued by Purchaser's purchasing agent.

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereoff or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof, are and shall be free and clear of infringement of any patent and that Seller will, at its own expense if notified by Purchaser, defend of compromise any and all claims, actions, or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment-furnished hereunder shall give proper performance and continuous service under all the atmospheritions of service required and specified; and that the items purchased hereunder shall be free from defects in material and work manship and design (unless designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder or any part thereof be found under normal use and service within one year after date of delivery, to have been defective when received by Purchaser, Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

Upon written request of Purchaser, Seller agrees to provide the services of a qualified Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem basis; and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the person and property of others on or heal the premises. Seller jurtifies agrees that it carries and will continue to carry the following insurance with limits adequate to insure against all reasonably for escable in jury or demage to the persons and property hereinabove set forth for which Seller might be held fully or partially liable: workmen's compensation insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective liability insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy. Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro rata portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price increase is declared unlawful.

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Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the Eede eral-State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era.

THEOR Seller agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

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Lancaster Floor Plant Lancaster PA 17604

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Date of Invoice May 8, 1978

Sold to Armstrong Cork Co.

Your Order Number 38110

Terms: Net, 30 days

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#### RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Your	: 8 May 1978 order number: 38111 (4/14/78) rial reclaimed: Chlorothene (1,1,1-trichloroethane)
Anou	nt received: approx. 1,100 gal (12,708 lb net) nt recovered: 766 gal (8,303 lb net) d: 65.3%
Resu	Its of laboratory analysis of reclaimed material:  Percent total acid acceptance (determined by titration)  0.222 ± 0.005 %T.A.C. (0.165 %T.A.C. is the minimum acceptable).
	Percent composition (determined by gas chromatography, chromatogram attached):  1,1,1-trichloroethane
Amour Amour Yield	nt received: approx. 1,100 gal (12,708 lb net) nt recovered: 766 gal (8,303 lb net) d: 65.3%  Its of laboratory analysis of reclaimed material: Percent total acid acceptance (determined by titration) 0.222 ± 0.005 %T.A.C. (0.165 %T.A.C. is the minimum acceptable).  Percent composition (determined by gas chromatography, chromatogram attached): 1,1,1-trichloroethane

Unknowns (probably stabilizers)..... 2.1%

Analysis certified by,

W. Lloyd Balderston

EEK, CALIF. CHART NO. 416A P/N 71-000199-00 PRINTED IN U.S. 1,1,1-781411000674005 TKI(HLARETHYLENE STABILITY

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1 may 8, 1978	
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SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE HEREOF. OF BRIDE ARMSTRONG CORK we appoint emphasis to the employment of qualified discript agreeurs and vecesions of the FORM 3746 1-76 PRINTED IN UNITED STATES OF AMERICA

is somely with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued 2951 PURCHASING AGENT the reacting to the ampley ment and advancement in amployment of qualified handleapood individuals.

Seller: must: comply: with the Eair Labor: Standards Act of 1933, as amended, and orders and regulations promulgated thereunder; and Seller agrees that the furnishing of goods or services, and invoicing, shall be a certification of such compliance with respect to goods and services covered by Seller's invoices.

Purchaser shall have the right to delay payment to Seller, without loss of discount; if any and without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

No modification of the conditions hereof shall be effective unless made in writing and signed by both parties. Acknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add'to, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms.

No increase in the purchase price, whether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent.

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof, or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof, are and shall be free and clear of infringement of any patent and that Seller will, at its own expense; if notified by Purchaser, defend or compromise any and all claims, actions; or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the state conditions of service required and specified and that the items purchased hereunder shall be free from defects in material and workman-ship and design (unless designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder or any part thereof be found under normal use and service within one year after date of delivery, to have been defective when received by Purchaser, Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

Upon written request of Purchaser, Seller agrees to provide the services of a qualified Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem basis, and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the person and property of pthere or the person of pthere or the following insurance with limits adequate to insure against all personably for escaple injury or damage to the persons and property hereinabove set forth for which Seller might be held fully or partially liable. Workmen's compensation insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective liability insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro rata portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price increase is declared unlawful:

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the Federal-State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam erail to the listing of employment of qualified disabled veterans and veterans of the Vietnam erail to the listing of employment of qualified disabled veterans and veterans of the Vietnam erail to the listing of employment of qualified disabled veterans and veterans of the Vietnam erail to the listing of employment of qualified disabled veterans and veterans of the Vietnam erail to the listing of employment of qualified disabled veterans and veterans of the Vietnam erail to the listing of employment of qualified disabled veterans and veterans of the Vietnam erail to the listing of employment of qualified disabled veterans and veterans of the Vietnam erail to the listing of employment of qualified disabled veterans and veterans of the Vietnam erail to the listing of employment of qualified disabled veterans and veterans of the Vietnam erail to the listing of employment of qualified disabled veterans and veterans of the Vietnam erail to the listing of employment of qualified disabled veterans and veterans of the Vietnam erail to the listing of employment of qualified disabled veterans and veterans of the Vietnam erail to the listing of employment of qualified disabled veterans and veterans of the Vietnam erail to the listing of employment of qualified disabled veterans and veterans of the Vietnam erail to the listing of employment of employment of employment of employment of employment of employment of employment of employment of employment of employment of employment of employment of employment of employment of employment of employment of employment of employment of employment of employment of employment of employ

THEOR DRIE Seller-agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

**CUSTOMER PACKING SLIP 4** 

Armstrong

Armstrong Cork Company Lancaster Floor Plant

Lancaster PA 17604

F-580

AMOUNT

SHIPPING SHEET Plant No. Our No. Customer No. Ins. Value BILL MAT'L Date Issued Shipping & Invoice Date 38Î11 N-30 4/14/78 ☐Yes 🗓 No Ship From Via Ppd. Collect Bill Freight Reason for Shipment: (Check One) F.O.B. Out in See

Going Coming Return Repair Replace Sample Below Lenc. Flr. Plt. Lanc Flr Plt their truck CPD ACCNT SOU DPT OPR CLS ACCOUNTING CODES o Chemclene Corp. 120 022 01 L D Malvern, PA OTHER DATA ISSUED BY: Floor Plant Purchasing н SAME AUTHORIZED BY: W. C. Allison/dlh

11st 115 - 1912

Crude Chlorothene - to be reclaimed and returned to Armstrong Cork Company, Floor Plant, Lancaster PA 17604.

DESCRIPTION

Each drum returned to Armstrong to be marked

"Recklined Chlorothene." Inv. So. 1-1845-1010

NO

MISCELLANEOUS

50 Gal/Drum

Stores - 500 Bldg.

SHIPPED BY:

QUANTITY & UNIT

22 Drums

3.C.

PRICE & UNIT

Form 6591 3-77

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Armstrong REMITTANCE ADVICE 175998

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#### RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 15 May 1978
Your order number: 38112 (4/14/78)
Material reclaimed: Chlorothene (1,1,1-trichloroethane)
Amount received: approx. 1,100 gal. (13,448 lb net)
Amount recovered: 738 gal (8,000 lb net)
Yield: 59.5%
Results of laboratory analysis of reclaimed material:  Dercent total acid acceptance (determined by titration)  0.205 ± 0.024 %T.A.C. (0.165 %T.A.C. is the minimum acceptable).
Percent composition (determined by gas chromatography, copy of chromatogram attached):  1,1,1-trichloroethane
Trichlorehhylene
Stabilizers
Unknowns (porbably stabilizers) 3.0%

Analysis certified by,

W. Lloyd Balderston

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ARMSTRONG # 38112 -MAY 15 1978 REC. = APPROX 1,100 GAL (13,448) RECOV. = 738 GAL (8,000) VIEW - 54.5% "10 TAC - (19178) BL - 23.6 ml SAMPLE - RIN #1 = 17.4 m - 0.188. Run #2 16,3ml (~) = 0.721 "10 Comp. (19278) 95.5% 835.2 57.7 x 16 = 1,1,1-TCA 1.5 x 1 TCF= 0.2 14 6.11 STAB, 7+1.5+3.7 11.7 UNIC (5,7305?) 4.4+20.9+ 0.9 26.2 XI = 26.2 3.0

#### PURCHASE, ORDER



## Lancaster Floor Plant

ATTENTION RECEIVING DEPT

TERMS

F.O.B. POINT N-30

RECEIVED DEL

FROM:

ORDERED FROM

CHEMCLENE CORP

MALVERN PA 19355

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BILL TO LANCASTER FLOOR PLANT LANCASTER, PENNSYLVANIA 17604

"MARK FOR"; "ATTENTION"; "ACCO. ORDER & RELEASE NO."

CONTACT PURCHASING AGENT, IMMEDIATELY IF EXCEPTION IS TAKEN TO PRICE, QUANTITY, DE-LIVERY DATE, TERMS, ETC., 1947 ......

PLEASE ENTER OUR ORDER FOR THE FOLLOWING MATERIAL

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DEPARTMENT OF REVENUE BY ARMSTRONG CORK COMPANY: UNDER DIRECT PAYMENT PERMITING 00130, U.S.

SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE HEREOF.

FORM 3746 1-76 PRINTED IN UNITED STATES OF AMERICA

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Seller must comply with the Fair Labor Standards Act of 1933, as amended, and orders and regulations promulgated thereunder; and Seller agrees that the furnishing of goods or services, and invoicing, shall be a certification of such compliance with respect to goods and services covered by Seller's invoices.

Purchaser shall have the right to delay payment to Seller, without loss of discount? If any; and without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

No modification of the conditions hereof shall be effective unless made in writing and signed by both parties. Acknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add to, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms. No increase in the purchase price, whether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent.

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act/of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof, or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof, are and shall be free and clear of infringement of any patent and that Seller will, at its own expense, if notified by Purchaser, defend or compromise any and all claims, actions, or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the conditions of service required and specified; and that the items purchased hereunder shall be free from defects in material and work manship and design (unless designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder or any part thereof be found under normal use and service within one year after date of delivery, to have been defective when received by Purchaser, Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to dr included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

Upon written request of Purchaser, Seller agrees to provide the services of a qualified Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem basis, and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the person and property of others on or than the person and property of others on or than the person and property because the following insurance with limits adequate to insure against all reast to the person and property hereinabove set forth for which Seller might be held fully or partially liable: workmen's compensation insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective liability insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy. Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro rata portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished gursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price increase is declared unlawful;

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the Field eral-State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era.

THESE SHIP Seller agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

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# CUSTOMER PACKING SLIP 4 MISCELLANEOUS SHIPPING SHEET

Armstrong Cork Company Lancaster Floor Plant Lancaster PA 17604
ADDRESS OF SHIPPER

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Armstrong incorporated

### REMITTANCE ADVICE 110 014353445

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Nlagara 4-2986

Sold to

#### CHEMCLENE CORPORATION MALVERN, PENNSYLVANIA

Armstrong Cork Co.

Lancaster, Penna.

(MALLED 75 MAY)

Date of Invoice May 15, 1978

Your Order Number

38112

Terms: Net, 30 days

	Ticket #1537		
	PERCHLORETHYLENE	16	@
	TRICHLORETHYLENE	_lb	ePAID
	METHYLENE CHLORIDE	lb	@CHECK No. 178310
13 2/3 drums reclaimed	1-1-1 TRICHLOROETHANE Chlorothene 738 gallons	_lb (3 <b>S</b> )	DATE 21 JUA 78

#### CHEMCLENE CORP.

**MALVERN, PA. 19355** 

1537

PHONE (215) 644-2986

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Nicaara 4-2986

INVOICE 7091

#### CHEMCLENE CORPORATION

MALVERN, PENNSYLVANIA

(marken 75 mari) Date of Invoice May 19, 1978 Your Order Number Sold to 36115 Armstrong Cork Co. Terms: Net, 30 days Lancaster, Penna. Ticket \$1548 PERCHLORETHYLENE CHECK No. 179972 DATE 21 JUN 78 METHYLENE CHLORIDE __________ Ib 1-1-1 TRICHLOROETHANE 13 drums reclaimed Chlorothene 702 gallons \$1.08/gal. = \$758.16 NOTE: Analysis and Yield Data Attached

## CHEMCLENE CORP. MALVERN, PA. 19355

PHONE (215) 644-2986

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#### RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 19 May	y 1978
Your order m	umber: 38115 (5/1/78)
Material rec	laimed: Chlorothene (1,1,1-trichloroethane)
Amount recei	ved: approx. 1,100 gal (12,808 lb net)
Amount recove	ered: 702 gal (7,610 lb net)
Yield: 59.49	7/ fo
Percent	aboratory analysis of reclaimed material: total acid acceptance (determined by titration) 0.0 %T.A.C. (o.165 %T.A.C. is the minimum ble).
	composition (determined by gas chromatography, chromatogram attached):
1,:	1,1-trichloroethane88.5%
Tr	ichlorethylene
Sta	abilizers 1.3%
Unl	knowns (probably stabilizers) 2.5%

Analysis certified by,

W. Lloyd Balderston

·							
RMSTRUNG #38115							
MAY 19 1978						·	
REC = APPROX 1,100 GAL (	12,808)						
REWY FOR GAL (7,610		<u> </u>					
YIFELD = 59.4%							
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BL = 74.7 ml			·				
SAMPLE - RON = 17.0 mg	= 0.233 to.	0 %	Mc				
Run "2 = 17.0 ml							
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#### PURCHASE ORDER



Lancaster Floor Plant

MARK FOR

ATTENTION RECEIVING DEPT V P GRÜBE BLDG 500

ENGLISH THE REPORT OF

TERMS .....

F.O.B. POINTN-30

DĒL RECEIVED

FROM

ORDERED FROM

CHEMCLENE CORP

MALVERN PA 19355

PAGE # ORDER & REL. # ORDER DATE DATE WANTED 05/01/7 06/15/7 38115

#### IMPORTANT

ALL SUPPORTING PAPERS MUST SHOW THIS INFORMATION COMPLETE

SHIP AND BILL TO

٠,

ARMSTRONG CORK COMPANY LANCASTER FLOOR PLANT LANCASTER, PENNSYLVANIA 17604

"MARK FOR"; "ATTENTION"; "ACCO. ORDER & RELEASE NO."

CONTACT PURCHASING AGENT IMMEDIATELY IF EXCEPTION IS TAKEN TO PRICE, QUANTITY, DE-LIVERY DATE, TERMS, ETC.

OF LADING MUST ACCOMPANY ALL ERFIGHT SHIPMENTS

_ PLEASE E	NTER	OUR ORDER FOR THE	FOLLOWING MATERIAL BILLS OF LADING MUST ACCOMPANY ALL FREIGHT SHIPMENTS
QUANTITY ORDERED VI	TINU	ACCO. SPEC. OR	DESCRIPTION
1,100	GL	1-1845-1010	PRICE \$ 1.080 RECLAIMED CHLOROTHENE 120-022-01 LOC BLDG 500 SOLVENT RACK MSS NO. F-714
er er er er er er er er er er er er er e	••		EACH DRUM RETURNED TO ARMSTRONG TO BE MARKED "RECLAIMED CHLOROTHENE"
:			VIELD = 702. CAL (7,610 LB NET) 130125.
		* × *	RETURNED 19 MAY 78
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FORM 3746 1-76 PRINTED IN UNITED STATES OF AMERICA

THERE PRO ELEGED THE RESERVE TO SERVE

SALES TAX

DO NOT INVOICE PENNSYLVANIA SALES AND USE TAX. PAYMENT WILL BE MADE DIRECTLY TO PENNSYLVANIA DEPARTMENT OF REVENUE BY ARMSTRONG CORK COMPANY UNDER DIRECT PAYMENT PERMIT NO. 00130.

SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE HEREOF. No premise the president of the

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ARMSTRONG GORK COMPA

PURCHASING AGENT

Seller next comply with the Fair Labor Standards Act of 1933, as amended, and orders and regulations promulgated thereunder; and Seller agrees that the furnishing of goods or services, and invoicing, shall be a certification of such compliance with respect to goods and services covered by Seller's invoices.

Purchaser shall have the right to delay payment to Seller, without loss of discounts and without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

No modification of the conditions hereof shall be effective unless made in writing and signed by both parties. Acknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add to, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms. No increase in the purchase price, whether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent.

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof, or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof, are and shall be free and clear of infringement of any patent and that Seller will, at its own expense, if notified by Purchaser, defend or compromise any and all claims, actions, or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the conditions of service required and specified and that the items purchased hereunder shall be free from defects in material and workmanship and design (unless designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder or any part thereof be found under normal use and service within one year after date of delivery, to have been defective when received by Purchaser, Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

Upon written request of Purchaser, Seller agrees to provide the services of a qualified Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem basis, and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seiler is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the person and property of others on or near the premises. Seller further agrees that it garries and will continue to carry the following insurance with while adequate to insure against all reasonably for especially in the persons and property hereinabove set forth for which Seller might be held fully or partially likelies workered's compensation insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective liability insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and exchded coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy. Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro-rate portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply; the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indefinify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price increase is declared unlawful.

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations sayed thereunder relating to the listing of employment openings with the local office of the Federal-State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era.

Seller agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

#### CUSTOMER PACKING SLIP 4

MISCELLANEOUS

Form 6591 3-77

Armstrong Cork Company Lancaster Ploor Plant

Lancaster PA 17604

P-714

Armstrong SHIPPING SHEET ADDRESS OF SHIPPER Plant No. Our No. Customer No. Ins. Value BILL MAT'L Shipping & Invoice Date Terms Date Issued 38115 N-30 ☐ Yes 25% No 5/1/78 Bill Freight F.O.B. Ship From Via Ppd. Collect Reason for Shipment: (Check One) Out In Going Coming Return Repair Replace Sample Below See Lanc. Fir. Fit. Lanc. Floor Plant Their Truck EDX □ ACCNT SOU DPT OPR CLS ACCOUNTING CODES Chemclene Corp. L 120 022 01 D Malvern, PA 0 OTHER DATA ISSUED BY: Floor Plant Purchasing AUTHORIZED BY: SAME W. C. Allison/dlh SHIPPED BY: Stores - 500 Bldg. DESCRIPTION QUANTITY & UNIT PRICE & UNIT **AMOUNT** Crude Chlorothene - to be reclaimed and returned No. Charge 22 Drums 50 Gal/Drum to Armstrong Cork Company, Floor Plant, Lancaster PA 17604. Each drum returned to Armstrong to be marked "Reclaimed Chlorothene." Inv. No. 1-1845-1010 NO

#### COURTESY WEIGHT ARMSTRONG CORK COMPANY FLOOR PLANT - LANCASTER, PA.

Time In	
Time Out	•
Gross Weight	26 20 <del>1</del> 20M7
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	Material
	G. C. Rade
FORM 2649 9-60	WEIGHED BY

Armstrong incorporated

#### REMITTANCE ADVICE

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INVOICE NUMBER	VOUCHER NUMBER	INVOICE DATE	INVOICE AMOUNT	DISCOUNT AMOUNT	NET AMOUNT	
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Nlagara 4-2986

#### CHEMCLENE CORPORATION

MALVERN, PENNSYLVANIA

MAILEN 13 JUN

Sold to

Armstrong Cork Co. Lencaster, Penna.

Date of Invoice May 26, 1978

Your Order Number 38116

Terms: Net, 30 days

Ticket #1552

7 drums reclaimed	1-1-1 TRICHLOROETHANE 378	gallons	@\$1.08/gal.=\$408.24
	METHYLENE CHLORIDE	lb	@DATE
	TRICHLORETHYLENE	lb	@
	PERCHLORETHYLENE	Ib	e_PAID

#### CHEMCLENE CORP.

MALVERN, PA. 19355

1552

PHONE (215) 644-2986

P.O.#38116

	Date	26	MAY197	<b>18</b>
Sold to_ARMSTRO	ng Cork C	0	<u>.</u>	
Address_LANCAST	ER, PA			:
AUTOMATICALLY PRINTED	THE STA		NSURE YO	
M	STER WEIER RE	CEIPT		
YOUR SALE NO.	GALLON	READING -	FINISH	10тнs
7 DRS. (378 G	ML) RECLA	IMED (	CHLORG-	•   '
PREVIOUS SALE NO.	GALLON	READING .	START	
GALLONS DELIVERED.	GAL.			
PRODUCT	-POUNDS	PRICE	TOTAL A	MT.
PERCHLORETHYLENE			1	
TRICHLORETHYLENE				
METHYLENE CHLORIDE				
X flores	378	1.28	4408.	<u></u>
CUSTONER SIGN HERE AFTER DELI	VERY			

#### RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 26 May 1	978
Your Order Number	er: 38116 (5/1/78)
Material Reclaim	med: Chlorothene (1,1,1-trichloroethane)
	approx. 1,100 gal (11,928 lb net) d: 378 gal (4,098 lb net)
Yield: 83.4%	34.4
Results of labor	ratory analysis of reclaimed material:
<u>.</u>	tal acid acceptance (determined by titration) 0 %TAC (0.165 %TAC is the minimum acceptable)
Percent co	mposition (determined by gas chromatography,
copy of ch	romatogram attached):
Trich Stabi	-trichloroethane

Analysis certified by,

W. Lloyd Balderston

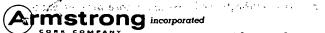
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ARMSTRUNG # 38116		
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BL = RUN #1 = 24.9 ml Run #2=	- 24.8 · x = 24.85 ± 0.07 m	
SAMPLE - PUNE = 17.8 M	T- 0.714 =0.0 °1. TAC	
Run "Z = 17.8 ml		
01, Comp. (19 778)		
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DIOX 18.9 = 1,9% TCE	1.5 × 1.5 = 0.7	
5mg 175=7.16 5mg, 5.2+ 1.7 + 7.8	9.7×1 = 9.7 = 1.6	
UNC (57783)) 1.8+1.0+ 11.9	14.7 ×1 - 14.7 = 2.4	:
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#### PURCHASE ORDER



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SHIP AND ARMSTRONG CORK COMPANY BILL TO LANCASTER FLOOR PLANT LANCASTER, PENNSYLVANIA 17604

"MARK FOR"; "ATTENTION"; "ACCO. ORDER & RELEASE NO."

CONTACT PURCHASING AGENT IMMEDIATELY IF EXCEPTION IS TAKEN TO PRICE, QUANTITY, DE-LIVERY DATE, TERMS, ETC.

PLEASE ENTER OUR ORDER FOR THE FOLLOWING MATERIAL

BILLS OF LADING MUST ACCOMPANY ALL FREIGHT SHIPMENTS

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DO NOT INVOICE PENNSYLVANIA SALES AND USE TAX, PAYMENT WILL BE MADE DIRECTLY TO PENNSYLVANIA
DEPARTMENT OF REVENUE BY ARMSTRONG CORK COMPANY UNDER DIRECT PAYMENT PERMITS NO 00130 (1967)

SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE HEREOF, OF PROBLET STRONG CORK COMPANY

SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE HEREOF, OF PERMITS OF ARMSTRONG CORK COMPANY

FORM 3746 1-76 PRINTED IN UNITED STATES OF AMERICA

FORM 3746 1-76 PRINTED IN UNITED STATES OF AMERICA

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Seller must comply with the Eair Labor Standards Act of 1933, as amended, and orders and regulations promulgated thereunder; and Seller agrees that the furnishing of goods or services, and invoicing, shall be a certification of such compliance with respect to goods and services covered by Seller's invoices.

Purchaser shall have the right to delay payment to Seller, without loss of discount; if any and without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

No modification of the conditions hereof shall be effective unless made in writing and signed by both parties. Acknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add to, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms. No increase in the purchase price, whether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent.

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof) or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof; are and shall be free and clear of infringement of any patent and that Seller will, at its own expense, if notified by Purchaser, defend or compromise any and all claims, actions, or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the conditions of service required and specified; and that the items purchased hereunder shall be free from defects in material and workman-ship and design (unless designed by Purchaser) and shall be fit for the purposes intended. Hithe goods purchased hereunder or any part thereof be found under normal use and service within one year after date of delivery, to have been defective when received by Purchaser, ——Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

Upon written request of Purchaser, Seller agrees to provide the services of a qualified Engineer to aid the contractor in the Installation required. The cost of such services shall be reasonable and on an itemized per diem basis, and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the person and property of others on or near the premises. Seller further agrees that it carries and will continue to carry the following insurance with hints adequate to insure against all reasonably for escappe injury or clamage to the persons and property hereinabove set forth for which Seller might be held fully or partially liable; workined storm insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective frability insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes fulliresponsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy. Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro rata portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Selier agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any-such price increase is declared unlawful.

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Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the Federal State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era.

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CUSTOMER PACKING SLIP 4 Armstrong

MISCELLANEOUS ...

Armstrong Cork Company Lancaster Floor Plant Lancaster PA 17604

SHIPPING SHEET Customer No. Terms BILL MAT'L Shipping & Invoice Date Date Issued 5/2/78 ☐ Yes KKNo Bill Freight Ship From F.O.B. Via Ppd. Collect Reason for Shipment: (Check One) Out In See □ Going □ Coming □ Return □Repair □Replace □Sample □ Below Lanc. Flr. Pit. Lanc. Floor Plant ACCNT CPD SOU DPT OPR CLS ACCOUNTING CODES Chemclene Corp. 120 022 01 Malvern, PA DATA ISSUED BY: Floor Plant Purchasing **AUTHORIZED BY:** W. C. Allison/dlh/ SHIPPED BY: Stores 500 Bldg. DESCRIPTION QUANTITY & UNIT PRICE & UNIT AMOUNT Crude Chlorothene - to be recklimed and returned 22 Drums No Charge to Arastrong Cork Company, Floor Plant, Lancaster 50 Gal/Drum PA 17604. Ech drum returned to Armstrong to be marked "Reclaimed Chlorothene." Inv. No. 1-1845-1010 Form 6591 3-77

Sold to

## CHEMCLENE CORPORATION MALVERN, PENNSYLVANIA

MALLEN 13 JUN

Date of Invoice May 26, 1978

Your Order Number

38117

Terms:

Net, 30 days

#### Ticket #1553

Armstrong Cork Co.

Lancaster, Penna.

<del></del>	PERCHLORETHYLENE	lb	®—PAID
	TRICHLORETHYLENE	Ib	@CHECK No. 187365
	METHYLENE CHLORIDE	lb	@ DATE 30 TW TY
12 ½ drums reclaimed	1-1-1 TRICHLOROETHANE	75 gallonb	@\$1.08/gal.=\$729.00

#### CHEMCLENE CORP.

MALVERN, PA. 19355

1553

PHONE (215) 644-2986

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#### RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 26 May 1978  Your Order Number: 38117 (5/1/78)  Material Reclaimed: Chlorothene (1,1,1-trichloroethane)	
Amount Received: approx. 1,100 gal (12,048 lb net) Amount Recovered: 675 gal (7,317 lb net) Yield: 60.7%	
Results of laboratory analysis of reclaimed material:	
Percent total acid acceptance (determined by titration $0.218 \pm 0.002$ %TAC (0.165 %TAC is the minimum acceptab	
Percent composition (determined by gas chromatography, copy of chromatogram attached):	
1,1,1-trichloroethane96.0%	84.7
Trichlorethylene	
Stabilizers	
Unknowns (probably stabilizers) 2.2%	
Analysis certified by,	
W. Lloyd Balderston	

#### PURCHASE ORDER

1strong incorporated

guar. Lancaster Floor Plant

MARK FOR

ATTENTION RECEIVING DEPT V P GRUSE BLDG 50000

**TERMS** 

F.O.B. POINTN-30

DEL .. RECEIVED FROM

**ORDERED** 

CHEMCLENE CORP FROM

MALVERN PA 19355

DATE: WANTED ORDER DATEIR

ALL SUPPORTING PAPERS MUST SHOW THIS INFORMATION COMPLETE

SHIP AND

BILL TO

ARMSTRONG CORK COMPANY

LANCASTER FLOOR PLANT **LANCASTER, PENNSYLVANIA 17604** 

"MARK FOR"; "ATTENTION"; "ACCO. ORDER & RELEASE NO."

CONTACT PURCHASING AGENT IMMEDIATELY IF EXCEPTION IS TAKEN TO PRICE, QUANTITY, DE-LIVERY DATE, TERMS, ETC.

QUANTITY ORDERED	UNIT	ACCO. SPEC. OR	DESCRIPTION CO.
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SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE HEREOF.

PURCHASING AGENT

Setter must comply with the fair Labor Standards Att of 1939, as emended, and orders and regulations promulgated preunder; and Setter agrees that the furnishing of goods or services, and invoicing, shall be a certification of such compliance with respect to goods and services covered by Setter's invoices.

Purchaser shall have the right to delay payment to Seller, without loss of discourage bay; and without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

No modification of the conditions hereof shall be effective unless made in writing and signed by both parties. Acknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add to, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms. No increase in the purchase price, whether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent.

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof, or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof, are and shall be free and clear of infringement of any patent and that Seller will, at its own expense, if notified by Purchaser, defend or compromise any and all claims, actions, or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the conditions of service required and specified; and that the items purchased hereunder shall be free from defects in material and workmanship and design (unless designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder or any part thereof be found under normal use and service with hone year after date of delivery, to have been defective when received by Rurchaser, Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

Upon written request of Purchaser, Seller agrees to provide the services of a qualified Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem basis, and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain arisquare safeguares and property, and the person and property of others on or hear the propines. Seller justifier agrees the six parries and will continue to carry the following insurance with limits adequate to insure against all reasonably for estable injury or damage to the persons and property hereinabove set forth for which Seller might be held fully or partially liable: workmen's compensation insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective liability insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy. Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro-rate portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price increase is declared unlawful.

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the Federal-State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era.

Seller agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

#### CUSTOMER PACKING SLIP 4

Armstrong

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Armstrong Cork Company Lancaster Floor Plant

Laucaster PA 17604

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INVOICE 7102

#### CHEMCLENE CORPORATION

MALVERN, PENNSYLVANIA

MAILED & JUNI

Sold to

Armstrong Cork Co. Lancaster, Penna.

Date of Invoice June 1, 1978

Your Order Number P.O. #38118

(F786) Terms: Net, 30 days

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### RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 1 June 1978  Your Order Number: 38118 (5/1/78)  Material Reclaimed: Chlorothene (1,1,1-trichloroethane)
Amount Received: approx. 1,100 gal (12,948 lb net) Amount Recovered: 702 gal (7,610 lb net) Yield: 58.8%
Results of laboratory analysis of reclaimed material:
Percent total acid acceptance (determined by titration): $0.206 \pm 0.001$ %TAC (0.165 %TAC is the minimum acceptable)
Percent composition (determined by gas chromatography, copy of chromatogram enclosed):  1,1,1-trichloroethane
Analysis certified by,

W. Lloyd Balderston

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SHIP AND

ARMSTRONG CORK COMPANY BILL TO

LANCASTER FLOOR PLANT LANCASTER, PENNSYLVANIA 17604

"MARK FOR"; "ATTENTION"; "ACCO. ORDER & RELEASE NO."

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DO NOT INVOICE PENNSYLVANIA SALES AND USE TAX. PAYMENT WILL BE MADE DIRECTLY TO PENNSYLVANIA DEPARTMENT OF REVENUE BY ARMSTRONG CORK COMPANY UNDER DIRECT PAYMENT PERMIT NO. 00130.

SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE HEREOF

ARMSTRONG CORK COMPANY

PURCHASING AGENT

Seller must comply with the Eain Labor Standards Att of 1933, as amended, and orders and regulations promulgated it sunder; and Seller agrees that the furnishing of goods or services, and invoicing, shall be a certification of such compliance with respect to goods and services covered by Seller's invoices.

Purchaser shall have the right to delay payment to Seller, without loss of discourse of any other payment term herein, for the same numbers of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

No modification of the conditions hereof shall be effective unless made in writing and signed by both parties. Acknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add to, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms. No increase in the purchase price, whether-for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent.

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof, or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof, are and shall be free and clear of infringement of any patent and that Seller will, at its own expense, if notified by Purchaser, defend or compromise any and all claims, actions, or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the conditions of service required and specified; and that the items purchased hereunder shall be free from defects in material and workman-ship and design (unless designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder or any part thereof be found under normal use and service withmone year after date of delivery, to have been defective when received by Purchaser, Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

Upon written request of Purchaser, Seller agrees to provide the services of a qualified Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem basis, and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the person and property of others on or near the premises. Seller further agrees that it carries and will continue to carry the following insurance with limits adequate to insure against all reasonably foreseeable injury or damage to the persons and property hereinabove set forth for which Seller might be held fully of partially liable; working to the person of the persons and property hereinabove set forth for which Seller might be held fully of partially liable; working to the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person of the person

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro rata portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the emmitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price increase is declared unlawful.

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the Federal-State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era.

Seller agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of gualified handicapped individuals.

#### CUSTOMER PACKING SLIP 4

Armstrong

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Armstrong Cork Company Lancaster Floor Plant Lancaster PA 17604

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Niagara 4-2986

INVOICE 7118

## VERN, PENNSYLVANIA

Date of Invoice June 9, 1978

Your Order Number 38119
Terms: Bet. 30 days

Armstrong Cork Co. Lancaster, Penna.

Ticket #1575

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NOTE: Analysis & Yield Date Attached.

#### CHEMCLENE CORP.

MALVERN, PA. 19355

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#### RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 9 Ju	me 1978
Your Order	Number: 38119 (5/12/78)
Material Ro	eclaimed: Chlorothene (1,1,1-trichloroethane)
Amount Rece	eived: approx. 1,100 (11,528 lb net)
Amount Reco	overed: 594 gal (6,438 lb net)
Yield: 55	.9%
	laboratory analysis of reclaimed material:  at total acid acceptance (determined by titration):
0.211	± 0.002 %TAC (0.165 %TAC is the minimum acceptable)
	of chromatogram attached):
	l,1,1-trichloroethane94.7%
. 1	Trichlorethylene
5	Stabilizers 2.4%
ī	inknowns (probably stabilizers)

Analysis certified by,

W. Lloyd Balderston

Varian Berograph WALNUT CREEK, CALIF.

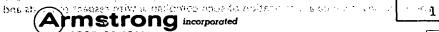
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## IMPORTANT

ALL SUPPORTING PAPERS MUST SHOW THIS INFORMATION COMPLETE .

SHIP AND BILL TO

ARMSTRONG CORK COMPANY. LANCASTER FLOOR PLANT LANCASTER, PENNSYLVANIA 17604

"MARK FOR"; "ATTENTION"; "ACCO. ORDER & RELEASE NO."

CONTACT PURCHASING AGENT: IMMEDIATELY IF EXCEPTION IS TAKEN TO PRICE, QUANTITY, DE-LIVERY DATE, TERMS, ETC.

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SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE HEREOF.

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ARMSTRONG

PURCHASING AGENT

the proportion is a contract for 15-7 FORM 3746 1-76 PRINTED IN UNITED STATES OF AMERICA Seller much _mply with the Eair Labor Standards Act of 1923, as amended, and orders and regulations promulgated thereunder; and Seller agrees that the furnishing of goods or services, and invoicing, shall be a certification of such compliance with respect to goods and services covered by Seller's invoices.

Purchaser shall have the right to delay payment to Seller, without loss of discount if any and without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

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No modification of the conditions hereof shall be effective unless made in writing and signed by both parties. Adknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add to, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms. No increase in the purchase price, whether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent.

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof, or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof, are and shall be free and clear of infringement of any patent and that Seller will, at its own expended the field by Purchaser, defend or compromise any and all claims, actions, or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the exceptions of service required and specified; and that the items purchased hereunder shall be free from defects in material and workman-ship and design (unless designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder or any part thereof be found under normal use and service within one year after date of delivery, to have been defective when received by Purchaser, Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

Upon written request of Purchaser, Seller agrees to provide the Services of a qualified Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diemonal shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the person and property of others on or near the premises. Seller further agrees that it carries and will continue to carry the following insurance with limits adequate to insure against all reasonably foreseeable injury or damage to the persons and property hereinabove set forth for Whith Seller might be helicitly indicated the persons and property hereinabove set forth for whith seller might be helicitly indicated the persons and property hereinabove set forth seller employs a subcontractor, protective liability insurance, and, in the

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy. Act or state receivership proceedings of even date herewith or subsequent hereto. Purchased expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro rata portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price increase is declared unlawful:

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the Federal State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era.

Seller-agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

CUSTOMER PACKING SLIP 4

Armstrong

**MISCELLANEOUS** 

SHIPPING SHEET

Form 6591 3-77

Lancaster Floor Plant

Lancaster PA 17604

ADDRESS OF SHIPPER

F-787 Plant No.

Shipping & Invoice Date Customer No. Ins. Value BILL MAT'L Date Issued Our No. Terms 38119 N-30 5/12/78 \$ ☐ Yes XXNo Bill Freight Ship From Reason for Shipment: (Check One) Lanc. Fir. Pit. Lanc. Floor Plant Ppd. Collect Out Their Truck ☐ Going ☐ Coming ☐ Return ☐ Repair ☐ Replace ☐ Sample ☐ Below CPD ACCNT sou DPT OPR ACCOUNTING CODES 0 120 022 01 Chemclene Corp. Malvern, PA OTHER DATA ISSUED BY: Floor Plent Purchasing AUTHORIZED BY: W. C. Allison/dlh SAME SHIPPED BY: Stores -500 Bldg. PRICE & UNIT QUANTITY & UNIT DESCRIPTION **AMOUNT** Crude Chlorothene - to be reclaimed and returned 22 Drums M.C. to Armstrong Cork Company, Floor Plant, Lancaster 50 Gal/Drum PA 17604. Each drum returned to Armstrong to be marked "Reclaimed Chlorothene." Inv. No. 1-1845-1010 NO 1/st Wt _ 12540

#### CHEMCLENE CORPORATION MALVERN, PENNSYLVANIA VEEL

Sold to

Armstrong Cork Co. Lancaster, Penna.

Date of Invoice June 13, 1978

Your Order Number 38121

Terms: Net, 30 days

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#### RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 13 June 1978
Your Order Number: 38121 (5/12/78)
Material Reclaimed: Chlorothene (1,1,1-trichloroehhane)
Amount Received: approx. 1,100 gal (11,848 lb net)
Amount Recovered: 729 gal (7,902 lb net)
Yield: 66.6%
Results of laboratory analysis of reclaimed material:
Percent total acid acceptance (determined by titration) $0.218 \pm 0.0$ %TAC (0.165 %TAC is the minimum acceptable)
Percent composition (determined by gas chromatography,
copy of chromatogram attached):
1,1,1-trichloroethane94.9%
Stabilizers 3.4%
Unknowns (probably stabilizers) 1.8%

Analysis certified by,

W. Lloyd Balderston

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LANCASTER, PENNSYLVANIA 17604

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Seller must comply with the Fair Labor Standards Act of 1933, as amended, and orders and regulations promulgated thereunder; and Seller agrees that the furnishing of goods or services, and invoicing, shall be a certification of such compliance with respect to goods and services covered by Seller's invoices.

Purchaser shall have the right to delay payment to Seller, without loss of discount than cand without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or temedies against the Seller for late delivery.

No modification of the conditions hereof shall be effective unless made in writing and signed by both parties. Adknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add to, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms.

No increase in the purchase price, whether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent.

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof, or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for admages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

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Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof, are and shall be free and clear of infringement of any patent and that Seller will, at its owner per her hotified by Purchaser, defend or compromise any and all claims, actions, or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the atmosconditions of service required and specified; and that the items purchased hereunder shall be free from defects in material and workman-ship and design (unless designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder or any part thereof be found under normal use and service within one year after date of delivery, to have been defective when received by Purchaser, Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

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Upon written request of Purchaser, Seller agrees to provide the Tervices of a qualified Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem thas is and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the person and property of pthems on or near the premises. Seller flucther agrees that it carries and will continue to carry the following insurance with limits adequate to insure against all reasonably for seeable will not damage to the persons and property hereinabove set forth for which Seller might be held fully or partially liable? working a compensation insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective liability insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro rata portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any-such price increase is declared unlawful.

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local affice of the Federal State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era

тишой build Seller agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

CUSTOMER PACKING SLIP 4

MISCELLANEOUS

SHIPPING SHEET

Armstrong

Arestron: Cork Company
Lancaster Floor Plant
Lancaster PA 17604
ADDRESS OF SHIPPER

F-789

Plant No.

Our No. BILL MAT'L Customer No. Terms Ins. Value Date Issued Shipping & Inyoice Date 38121 5/12/78 N-30 ☐Yes 151KNo Ship From F.O.B. Via Reason for Shipment: (Check One) Bill Freight Out In Ppd. Collect Lanc Fir Pit Lanc. Floor Plant Their Truck ☐Return ☐Repair ☐Replace ☐Sample ☐ Below ACCNT CPD SOU DPT OPR ACCOUNTING CODES O Chemclene Corp. L 120 022 01 D Malvern, PA OTHER DATA ISSUED BY: Floor Plant Purchasing **AUTHORIZED BY:** W. C. Allison/dlh SAME SHIPPED BY: Stores - 500 Bldg. DESCRIPTION QUANTITY & UNIT PRICE & UNIT **AMOUNT** 22 Drums N.C. Crude Chlorothene - to be reclaimed and returned 50 Gal/Drum to Armstrong Cork Company, Floor Plant, Lancaster PA 17604. Each Drum returned to Armstrong to be marked "Reclaimed Chlorothene." Inv. No. 1-1845-1010 NO Month Form 6591 3-77

Armstrong incorporated

## REMITTANCE ADVICE

189241

# CHEMCLENE CORPORATION MALVERN, PENNSYLVANIA

						Date	of Invoice: Jun	e 13, 1978	
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## CHEMCLENE CORP.

**MALVERN, PA. 19355** 

1578

PHONE (215) 644-2986

P**.0.#**38121

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## RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 13 June 1978
Your Order Number: 38121 (5/12/78)
Material Reclaimed: Chlorothene (1,1,1-trichloroehhane)
Amount Received: approx. 1,100 gal (11,848 lb net)
Amount Recovered: 729 gal (7,902 lb net)
Yield: 66.6%
Results of laboratory anatysis of reclaimed material:
Percent total acid acceptance (determined by titration) 0.218 + 0.0 %TAC (0.165 %TAC is the minimum acceptable)
Percent composition (determined by gas chromatography,
copy of chromatogram attached):
1,1,1-trichloroethane94.9%
Stabilizers
Unknowns (probably stabilizers) 1.8%
Analysis certified by.

W. Lloyd Balderston

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**CUSTOMER PACKING SLIP 4** 

F-789

**MISCELLANEOUS** SHIPPING SHEET

**Armstrong** 

Lancaster Floor Plant Lancaster PA 17604

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#### PURCHASE ORDER



Lancaster Floor Plant

MARK FOR RECEIVING DEPT ATTENTION V P GRUBE BLDG 500

**TERMS** F.O.B. POINT N-30 DEL RECEIVED FROM

**ORDERED FROM** 

CHEMCLENE CORP

MALVERN PA 19355

PAGE # ORDER DATE DATE WANTED ORDER & REL. # 05/12/78 06/15/78 38121

### IMPORTA

ALL SUPPORTING PAPERS MUST SHOW THIS INFORMATION COMPLETE

SHIP AND BILL TO

ARMSTRONG CORK COMPANY LANCASTER FLOOR PLANT LANCASTER, PENNSYLVANIA 17604

"MARK FOR"; "ATTENTION"; "ACCO. ORDER & RELEASE NO."

CONTACT PURCHASING AGENT IMMEDIATELY IF EXCEPTION IS TAKEN TO PRICE, QUANTITY, DE-LIVERY DATE, TERMS, ETC.

PLEASE ENTER OUR ORDER FOR THE FOLLOWING MATERIAL

BILLS OF LADING MUST ACCOMPANY ALL FREIGHT SHIPMENTS

QUANTITY ORDERED	UNIT	ACCO. SPEC. OR INV. NO.	DESCRIPTION
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1,100	GL	1-1845-1010	PRICE \$ 1.08
			RECLAIMED CHLOROTHENE AND FOR SOLVENT RACK
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SALES TAX

FORM 3746 1-76 PRINTED IN UNITED STATES OF AMERICA

DO NOT INVOICE PENNSYLVANIA SALES AND USE TAX, PAYMENT WILL BE MADE DIRECTLY TO PENNSYLVANIA DEPARTMENT OF REVENUE BY ARMSTRONG CORK COMPANY UNDER DIRECT PAYMENT PERMIT NO. 00130.

SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE HEREOF.

ARMSTRONG CORK COMPANY

PURCHASING



REMITTANCE ADVICE

189241

INVOICE	VOUCHER NUMBER	INVOICE DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
7	123 F13600	06-13-78	787-32		787.32
		TOTALS:	787.32		787.32

## CHEMCLENE CORPORATION MALVERN, PENNSYLVANIA

Sold to

Armstrong Cork Co. Laneaster, Penna. Date of Invoice June 22, 1978.

Your Order Number 38122

Terms: Net, 30 days

#### Ticket #1591

	PERCHLORETHYLENE	lb	•—PAID
	TRICHLORETHYLENE	lb	@ CHECK No. 197609'
· ·	METHYLENE CHLORIDE	lb	@ DATE 31 JUL 18
594 gallons reclain	ned 1-1-1 TRICHLOROETHANE	Ib	\$1.08/gal.=\$641.52

## CHEMCLENE CORP.

MALVERN, PA. 19355 --

1591

PHONE (215) 644-2986

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### RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 22 June 1978
Your Order Number: 38122 (5/12/78)
Material Reclaimed: Chlorothene (1,1,1-Trichloroethane)
Amount Received: approx. 1,100 gal (12,908 lb net)
Amount Recovered: 594 gal (6,439 lb net)
Yield: 49.9%
Results of laboratory analysis of reclaimed material:  Percent total acid acceptance (determined by titration)  0.198 ± 0.0 %TAC (0.165 %TAC is the minimum acceptable)
Percent composition (determined by gas chromatography, copy of chromatogram attached):  1,1,1-Trichloroethane

Analysis certified by,

W. Lloyd Balderston

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PURCHASE ORDER



Lancaster Floor Plant

MARK FOR ATTENTION RECEIVING DEPT V P GRUBE BLDG 500

TERMS F.O.B. POINTN-30 DEL RECEIVED FROM

ORDERED FROM

CHEMCLENE CORP

MALVERN PA 19355

1	PAGE #	ORDER DATE	DATE WANTED	ORDER & REL.	P.A.
	1	05/12/78	06/20/78	38122	3

IMPORTANT

ALL SUPPORTING PAPERS MUST SHOW THIS INFORMATION COMPLETE

SHIP AND BILL TO .

ARMSTRONG CORK COMPANY

LANCASTER FLOOR PLANT LANCASTER, PENNSYLVANIA 17604

"MARK FOR"; "ATTENTION"; "ACCO. ORDER & RELEASE NO."

CONTACT PURCHASING AGENT IMMEDIATELY IF EXCEPTION IS TAKEN TO PRICE, QUANTITY, DE-LIVERY DATE, TERMS, ETC.

PLEASE E	NTER C	OUR ORDER FOR THE	FOLLOWING MATERIAL BILLS OF LADING MUST ACCOMPANY ALL FREIGHT SHIPMENTS
QUANTITY ORDERED	UNIT	ACCO. SPEC. OR INV. NO.	DESCRIPTION
1,100	GL	1-1845-1010	PRICE \$ 1.080 RECLAIMED CHLOROTHENE
			120-022-01 LOC BLDG 500 SOLVENT RACK MS F 790
			EACH DRUM RETURNED TO ARMSTRONG TO BE MARKED "RECLAIMED CHLOROTHENE"
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SALES TAX

FORM 3746 1-76 PRINTED IN UNITED STATES OF AMERICA

DO NOT INVOICE PENNSYLVANIA SALES AND USE TAX, PAYMENT WILL BE MADE DIRECTLY TO PENNSYLVANIA DEPARTMENT OF REVENUE BY ARMSTRONG CORK COMPANY UNDER DIRECT PAYMENT PERMIT NO. 00130.

SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE HEREOF.

ARMSTRONG CORK

PURCHASING AGENT

Seller must comply with the Fair Labor Standards Act of 1938, as amended, and orders and regulations promulgated thereunder; and Seller agrees that the furnishing of goods or services, and invoicing, shall be a certification of such compliance with respect to goods and services covered by Seller's invoices.

Purchaser shall have the right to delay payment to Seller, without loss of discount; if any, and without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

No modification of the conditions hereof shall be effective unless made in writing and signed by both perties. Abknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add to, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms. No increase in the purchase price; whether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent.

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof, or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof, are and shall be free and clear of infringement of any patent and that Seller will, at its own; expense, if notified by Purchaser, detend or compromise any and all claims, actions, or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the conditions of service required and specified; and that the items purchased hereunder shall be free from defects in material and workmanship and design (unless designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder of any part thereof be found under normal use and service within one year after date of delivery, to have been defective when received by Purchaser, Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

Upon written request of Purchaser, Seller agrees to provide the services of a qualified Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem-basis, and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to detect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and property easymable ears to be property of others on or near the gramises. Seller supply that it parries and will continue to carry the following insurance with limits adequate to insure against all reasonably foreseeable injury or darriage to the persons and property hereinabove set forth for which Seller might be held fully or partially liable: workmen's compensation insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective liability insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

to the event Seiler commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro-rate portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price increase is declared unlawful:

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the Federal State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era.

Seller agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

CUSTOMER PACKING SLIP 4

MISCELLANEOUS

Form 6591 3-77

Armstrong

Armstrong Cork Commany Lancaster Floor Flant

Lancaster PA 17604

P-790

SHIPPING SHEET ADDRESS OF SHIPPER Plant No. Customer No. Terms Ins. Value BILL MAT'L Date Issued Shipping & Invoice Date 38122 N-30 5/12/78 ☐Yes ☑ No Ship From F.O.B. Bill Freight Reason for Shipment: (Check One) Ppd. Collect in Out In See Lanc Firl Fit | Lanc. Floor Plant Their Truck ACCNT SOU DPT OPR CPD CLS ACCOUNTING CODES Cherclene Corp. 120 022 01 D Malvern, PA OTHER DATA ISSUED BY: Floor Plant Purchasing **AUTHORIZED BY:** SAME W. C. Allison/dlh SHIPPED BY: Stores -500 Bldg. DESCRIPTION QUANTITY & UNIT PRICE & UNIT AMOUNT Crude Chlorothene - to be reclaimed and returned N.C. 22 Prums to Armstrong Cork Commany, Floor Plant, Lancaster 50 Gal/Drum PA X37 17604. Mach drum returned to Armstrong to be marked "Reclaimed Chlorothene." Inv. No.1-1845-1010 NO 11111 12140

COURTESY WEIGHT ARMSTRONG CORK COMPANY FLOOR PLANT - LANCASTER, PA.

Time In		
Time Out		
Gross Weight		2/4U+20M
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REMITTANCE ADVICE

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CHEMCLENE CORPORATION

INVOICE NO. 7149

BOX 26, R. D. #1 MALVERN, PENNSYLVANIA 19355 215 - 644-2986

	Date of Invoice: June 29, 1978			
Sold to:	Your Order Number: 38127			
	ng Cork Co. er, Penna.	Terms: Net, 30	days	
		Delivery Ticket No.:	1601	
	PERCHLORETHYLENE	lb. net @		
	TRICHLORETHYLENE	Ib. net @		
	METHYLENE CHLORIDE	Ib. net @		
drums reclaim	1-1-1 TRICHLOROETHANE 648 gallons	lk net @ \$1.08/gal.=	699.84	

PAID

CHECK No. 194321

DATE Z AUG 78

CHEMCLENE CORP.

35127	PHONE (215) 644-2986					1601	
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*ECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 29 June 1978
Your Order Number: 38127 (6/13/78)
Material Reclaimed: Chlorothene (1,1,1-Trichloroethane)
Amount Received: approx. 1,100 gal (11,548 lb net) Amount Recovered: 648 gal (7,024 lb net)
Yield: 60.8 %
Results of laboratory analysis of reclaimed material:
Percent total acid acceptance (determined by titration): 0.212 ± 0.0 %TAC (0.165 %TAC is the minimum acceptable).
Percent composition (determined by gas chromatography, copy of chromatogram attached):
1,1,1-Trichloroethane97.2%
1,4-Dioxane
Stabilizers, other
Analysis certified by,
W. Lloyd Balderston

------ -----. ----STABILITERS STABILIZER 57831L1766 STABILTHAZ 15

PURCHASE ORDER



Lancaster Floor Plant

MARK FOR DECELVING DEDT

ATTENTION 3

RECEIVING DEPT V P GRUBE BLDG 500

TERMS
F.O.B. POINT N=30
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FROM

CHEMCLENE CORP

MALVERN PA 19335

PAGE #	ORDER DATE	DATE WANTED	ORDER & REL. #	P.A.
1	06/13/76	07/15/78	38127	3

IMPORTANT.

ALL SUPPORTING PAPERS MUST SHOW THIS INFORMATION COMPLETE



SHIP AND BILL TO ARMSTRONG CORK COMPANY
LANCASTER FLOOR PLANT
LANCASTER, PENNSYLVANIA 17604

"MARK FOR": "ATTENTION": "ACCO. ORDER & RELEASE NO."

CONTACT PURCHASING AGENT IMMEDIATELY IF EXCEPTION IS TAKEN TO PRICE, QUANTITY, DELIVERY DATE, TERMS, ETC.

PLEASE ENTER OUR ORDER FOR THE FOLLOWING MATERIAL

BILLS OF LADING MUST ACCOMPANY ALL FREIGHT SHIPMENTS

QUANTITY ORDERED	TINU	ACCO. SPEC. OR	DESCRIPTION
1,100	GL	1-1845-1910	PRICE 5 1.000 RECLAIMED CHLOROTHENE
		· .	120-022-01 LOC BLOG 500 SOLVENT RACK MSS-F-893
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SALES TAX

DO NOT INVOICE PENNSYLVANIA SALES AND USE TAX, PAYMENT WILL BE MADE DIRECTLY TO PENNSYLVANIA DEPARTMENT OF REVENUE BY ARMSTRONG CORK COMPANY UNDER DIRECT PAYMENT PERMIT NO. 00130.

SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE HEREOF.

ARMSTRONG CORK COMPANY

PURCHASING AGENT

Seller must comply with the Fair Labor Standards Act of 1923, as amended, and orders and regulations promulgated thereunder; and Seller agrees that the furnishing of goods or services, and invoicing, shall be a certification of such compliance with respect to goods and services covered by Seller's invoices.

Purchaser shall have the right to delay payment to Seller, without loss of discount; if any, and without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

No modification of the conditions hereof shall be effective unless made in writing and signed by both parties. Acknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add to, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms. No increase in the purchase price, whether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent.

Any cause beyond the control of the parties, including but not limited to sahotage, fire, flood, strikes, riot, insurrection, war, act of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof, or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof, are and shall be free and clear of infringement of any patent and that Seller will, at its own expense, if notified by Purchaser, defend or compromise any and all claims, actions, or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the conditions of service required and specified; and that the items purchased hereunder shall be free from defects in material and workmanship and design (unless designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder or any partithereof be found under normaliuse and service within one year after date of delivery, to have been defective when received by Purchaser, Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

Upon written request of Purchaser, Seller agrees to provide the services of a qualified Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem basis, and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the personable harder in the present of the personal property of the personal property harder insurance with limits adequate to insure against all reasonably for see by Thirty of the persons and property hereinabove set forth for which Seller might be held fully or partially liable: workmen's compensation insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective liability insurance.

in the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy. Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed. Purchaser will pay a pro-rate portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seiler agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased nereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price increase is declared unlawful:

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972. Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the Federal-State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Victorian era.

Seller agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

CUSTOMER PACKING SLIP 4

Armstrong

Armstrong Cork Company

Laucaster Floor "ant

Lancaster PA 17604

F-893

MISCELLANEOUS SHIPPING SHEET ADDRESS OF SHIPPER Plant No. Our No. Ins. Value BILL MAT'L Shipping & Invoice Date Customer No. Terms Date Issued 38127 N-30 6/13/78 ☐ Yes 3525 No Bill Freight Reason for Shipment: (Check Une)
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Ogoing Coming Return Repair Replace Sample Below Ship From F.O.B. Via Ppd. Collect anc Fir Pit Lanc Floor Plant Their Truck ACCOUNTING CODES o 120 Chemclene Corp. **健康 022** 01 D Malvern, PA 19335 OTHER DATA ISSUED BY: Ploor Plant Purchasing **AUTHORIZED BY:** SAME W. C. Allison/dlh SHIPPED BY: Stores - 500 Bldg. DESCRIPTION PRICE & UNIT QUANTITY & UNIT AMOUNT Crude Chlorothene - to be reclaimed and returned 22 Drums No Charge to Armstrong Cork Company, Floor Plant, Lancaster 50 Gal/Drum PA 17604. Each drum returned to Armstrong to be marked "Reclaimed Chlorothene." Inv. No. 1-1845-1010 1 Tage

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CHEMCLENE CORPORATION INVOICE NO. BOX 26, R D #1 MALVERN, PENNSYLVANIA 19355 215 - 644-2986 MAILED ZL SED Date of Invoice: August 3, 1978 Your Order Number: 38128 Sold to: Armstrong Cork Co. Net. 30 days Laucaster, Penns. Delivery: Ticket No.: 1636 METHYLENE CHLORIDE 12 drums reclaim in a trichloroethane 660 gal. To anet @ \$1.08/gal. - 6712.80 MOTE: Analysis & gield date attached. PAID CHECK No. 214073

CHEMCLENE CORP. MALVERN, PA. 19355 TONE (215) 1636

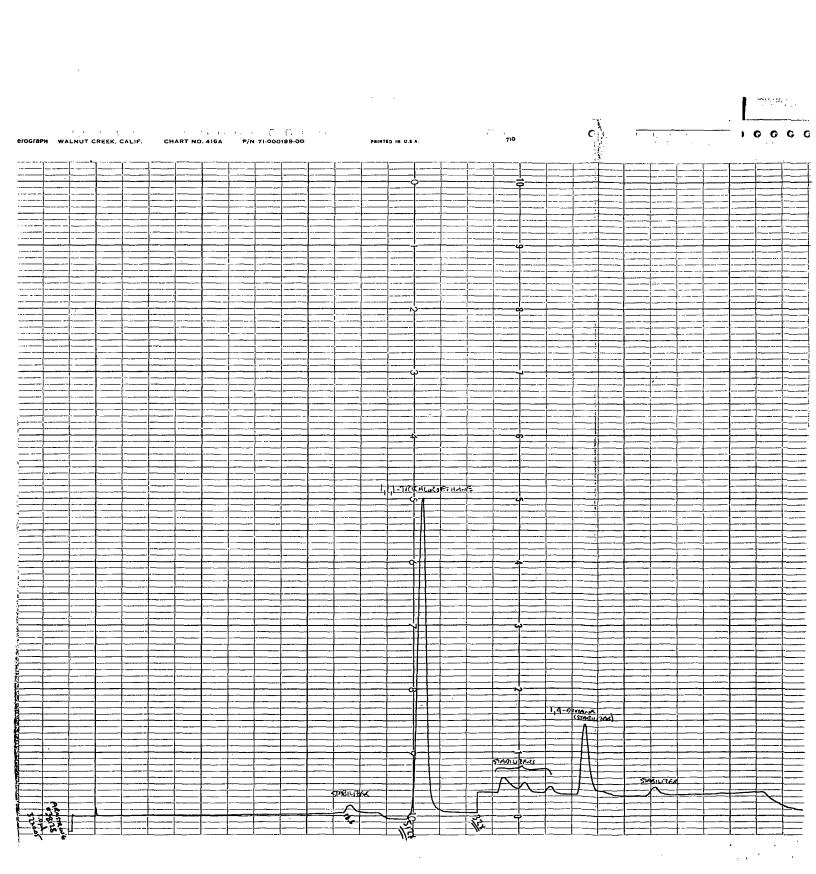
PHONE (215) 644-2986

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PRODUCT PERCHLORETHYLENE		TOTAL AMT.

RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 3 August 1978
Your Order Number: 38128 (6/13/78)
Material Reclaimed: Chlorothene (1,1,1-Trichloroethane)
Amount Received: approx 1,100 gal (12,648 lb net)
Amount Recovered: 660 gal (7,154 lb net)
Yield: 56.6%
Results of laboratory analysis of reclaimed material:
Percent total acid acceptance (determined by titration)
0.194 %TAC (0.165 %TAC is the minimum acceptable).
Percent composition (determined by gas chromatography,
copy of chromatogram attached):
1,1,1-Trichloroethane97.8%
1,4-Dioxane (stabilizer) 1.4%
Stabilizers (other) 0.8%
Analysis certified by,

W. Lloyd Balderston



THE TENDRICHASE ORDER DESCRIPTION OF TRACE . ORDER DATE: DATE: WANTED つつ ORDER: 6: RELL!# 8128 Egites 1381 ในการแกกระวาทยาล ยุ่งใช้โดษ และเกตเกต สินา ~06/13/78|~07/20/78|

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LANCASTER FLOOR PLANT LANCASTER, PENNSYLVANIA 17604

"MARK FOR"; "ATTENTION"; ACCO. ORDER & RELEASE NO."

CONTACT PURCHASING AGENT IMMEDIATELY IF EXCÉPTION IS TAKEN TO PRICE, QUANTITY, DE-LIVERY DATE, TERMS, ETC.

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FORM 3746 1-76 PRINTED IN UNITED STATES OF AMERICA

THE DA SHIZKHARDERS TO COMPLY THE PROPERTY OF FUEL SHIZE CAM 22-172, -CHARDER SHIZE THE SHIZE SH thereunder, relating to the imployment and advancement of emotorment of qualified hald langed individuals.

Seller must comply with the Fair Labor Standards Act of 1923, as amended, and orders and regulations promulgated thereunder; and Seller agrees that the furnishing of goods or services, and invoicing, shall be a certification of such compliance with respect to goods and services covered by Seller's invoices.

Purchaser shall have the right to delay payment to Seller, without loss of discounts if any and without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

No modification of the conditions hereof shall be effective unless made in writing and signed by both parties. Acknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add to, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms. No increase in the purchase price, whether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent.

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act/of/any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof; or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to damages.

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof, are and shall be free and clear of infringement of any patent and that Seller will, at its own expense, if notified by Purchaser, defend or compromise any and all claims, actions, or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the conditions of service required and specified; and that the items purchased hereunder shall be free from defects in material and workman ship and design (unless designed-by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder of any part thereof be found under normal use and service within one year after date of delivery, to have been defective when received by Purchaser, Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

Upon written request of Purchaser, Seller agrees to provide the services of a qualified Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem basis, and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the persons in property of other order the premises Called for the persons and will continue to carry the following insurance with limits adequate to insure against hall responsibly for escapely injury or damage to the persons and property hereinabove set forth for which Seller might be held fully or partially liable: workmen's compensation insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective liability insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seiler commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy. Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this—Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro rata portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price increase is declared unlawful;

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the Federal State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era.

This DA DAIL Sellet agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

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EMCLENE CORP. MALVERN, PA. 19355 **PHONE (215)** 644-2986 Date Address_ LANCASTER PA. TO INSURE YOU AUTOMATICALLY PRINTED OF ACCURACY MASTER METER RECEIPT TEMPERATURE YOUR SALE NO. GALLON READING - FINISH 9 DRUMS RECLAIMED CHLORETHENE PREVIOUS SALE NO. GALLONS DELIVERED. POUNDS TOTAL AMT. PERCHLORETHYLENE TRICHLORETHYLENE METHYLENE CHLORIDE

RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Your Order Number: 38129 (6/13/78) Material Reclaimed: Chlorothene (1,1,1-Trichloroethane) Amount Received: approx 1,100 gal (6,970 lb net) Amount Recovered: 495 gal (5,365 lb net) Yield: 77.0% Results of laboratory analysis of reclaimed material: Percent total acid acceptance (determined by titration): 0.194 %TAC (0.165 %TAC is the minimum acceptable). Percent composition (determined by gas chromatography, copy of chromatogram enclosed): 1,1,1-Trichloroethane	Date: 14 August	1978
Amount Received: approx 1,100 gal (6,970 lb net) Amount Recovered: 495 gal (5,365 lb net) Yield: 77.0% Results of laboratory analysis of reclaimed material: Percent total acid acceptance (determined by titration): 0.194 %TAC (0.165 %TAC is the minimum acceptable). Percent composition (determined by gas chromatography, copy of chromatogram enclosed): 1,1,1-Trichloroethane	Your Order Number	: 38129 (6/13/78)
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DO NOT INVOICE PENNSYLVANIA SALES AND USE TAX. PAYMENT WILL BE MADE DIRECTLY TO PENNSYLVANIA SALES TAX
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SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE HEREOF OF clients of clerified to be seen the conditions of the conditions 24, 1973, and th eral Stata 🐧 FORM 3746 1-76 PRINTED IN UNITED STATES OF AMERICA

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Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the structure conditions of service required and specified; and that the items purchased hereundershall be free from defection material and workmanship and design (unless designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder of any part thereof be found under normal use and service within one year after date of delivery, to have been defective when received by Furchaser, — Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

Upon written request of Purchaser, Seller agrees to provide the services of a qualified Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem basis, and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist imperfementable. Seller shall main adequate satisfies and use resonable care to protect Purchaser's employees and property, and the person and property of others on or near the higher factors are that it carries and will continue to carry the following insurance with limits adequate to insure against all reasonably foreseeable injury or damage to the persons and property hereinabove set forth for which Seller might be held fully or partially liable: workmen's compensation insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective liability insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro rata portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price-increase is declared unlawful.

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the Federal-State employment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of the Vietnam eray 100 ment of qualified disabled veterans and veterans of qualified disabled veterans and

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CHEMCLENE CORPORATION

NVOICE NO.

BOX 26, R. D. #1 MALVERN, PENNSYLVANIA 19355

215 644-2986

MAILEN 26-560

Date of Invoice: August 21, 1978

Your Order Number: 38130

Terms: Net. 30 days

Delivery Ticket No.: 1648 TRICHLORETHYLENE Ib. net'@ METHYLENE CHLORIDE | Ib. net @ 12 drums reclaim 1-1-1 TRICHLOROETHANE 660 gallons IK net @ \$1.08/gal. - \$712.80

NOTE: Analysis & yield data attached.

Armstrong Cork Co. Lancaster, Penna.

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CHEMCLENE CORP.

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PHONE (215) 644-2986

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RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 21 August 1978	
Your Order Number: 38130 (6/13/78)	
Material Reclaimed: Chlorothene (1,1,1-Trichloroethane)	
Amount Received: approx 1,100 gal (11,558 lb net)	
Amount Recovered: 660 gal (7,154 lb net)	
Yield: 61.9%	
Results of laboratory analysis of reclaimed material:	
Percent total acid acceptance (determined by titrat	ion):
0.212 %TAC (0.165 %TAC is the minimum acceptable).	
Percent composition (determined by gas chromatograph	hy,
copy of chromatogram enclosed):	
1,1,1-Trichloroethane97	. 5%
1,4-Dioxane (stabilizer) 1	. 1%
Stabilizers (other) 1	.4%
Analysis certified by	,
St. Tland Dallarakan	

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THEOR ONICAHORNEGUES 10 COUNTY WITH the provisions of Public Law 82-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

*Seller must comply with the Fair Labor Standards Act of 1923, as amended, and orders and regulations promulgated thereunder; and Seller agrees that the furnishing of goods or services, and invoicing, shall be a certification of such compliance with respect to goods and services covered by Seller's invoices.

Purchaser shall have the right to delay payment to Seller, without loss of discount at anyward without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

No modification of the conditions hereof shall be effective unless made in writing and signed by both parties. Acknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add to, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms.

yNpoincrease in the purchase price, whether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent. (2) 2011

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof, or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof are and shall be free and clear of infringement of any patent and that Seller will, at its own expense if notified by Purchaser, defend of compromise any and all claims actions or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the arm-conditions of service required and specified and that the items purchased hereunder shall be free from defects in material and workman ship and design (unless designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder of any partitioner of the goods of partition of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

Upon written request of Purchaser, Seller agrees to provide the services of a qualified Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem basis, and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the person and property of others or or near the premises? Seller further agrees that it carries and will continue to carry the following insurance with limits adequate to insure against all last half three both in the persons and property hereinabove set forth for which Seller might be held fully or partially liable: workmen's compensation insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective liability insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this-Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro rata portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price increase is declared unlawful.

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the Fedzeral State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era.

THEOR DATE Seller agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

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Lancaster Floor Plant MISCELLANEOUS : Armstrong Lancaster PA 17604 SHIPPING SHEET Terms Ins. Value Shipping & Invoice Date → N-30 ☐ Yes ZXNo F.O.B. Via Ppd. Collect Bill Freight Reason for Shipment: (Check One) Out 💮 Mar. Lanc Ploor Plant ☐ Going ☐ Coming ☐Return ☐Repair ☐Replace ☐Sample ☐Below CPD ACCNT DPT Chemclene Corp. CODES 02201 Malvern, PA DATA ISSUED BY: Floor Plant Purchasing SAME AUTHORIZED BY: W. C. Allison/dlh SHIPPED BY: Stores-500 Bldg. DESCRIPTION QUANTITY & UNIT PRICE & UNIT **AMOUNT** Crude Chlorothene - to be reclaimed and returned 22 Drums No Charge to Armstrong Cork Company, Floor Plant, Lancaster 50 Ga1/DRum PA 17604. Bach drum returned to armstrong to be marked "Reclaimed Chlorothene." Inv. No. 1-1845-1010 1/that 125/c Form 6591 3-77

CUSTOMER PACKING SLIP 4

RECEIVING RECORD

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CHEMCLENE CORPORATION CONTROL

BOX 26, R. D. #1

MALVERN, PENNSYLVANIA 19355

215 - 644-2986

7239

Marca 26 560 78

Date of Invoice:

Sept. 8, 1978

Your Order Number:

39667

Armstrong Cork Co.

ancoster Person

Sold to:

Net, 30 days

Delivery Ticket No.: 1676

PERCHLORETHYLENE

METHYLENE CHLORIDE

14 doing rectain it in thicheoroethane 756 sellons ## 81.08/gal - 8816.48

NOTE: Analysis and yield data attached.

PAID

CHECK No. 214 bos DATE 16 0 CT 28

CHEMCLENE CORP.

MALVERN, PA. 19355

1676

PHONE (215) 644-2986

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### RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 8 September 1978	
Your Order Number: 39667 (8/21/78	8)
Material Reclaimed: Chlorothene (	(1,1,1-Trichloroethane)
e ^t	
Amount Received: approx 1,100 gal	
Amount Recovered: 756 gal (8,195 Yield: 65.0%	ID net)
Percent total acid acceptance 0.167 %TAC (0.165 %TAC is the	e minimum acceptable).
Percent composition (determin	
copy of chromatograhm attache	
- ·	97.5%
1,4-Dioxane (stabilizer)	)1.1%
Stabilizers (other)	1.4%
	Analysis certified by,
	W. Lloyd Balderston

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47/59

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THE PARTY OF THE PROPERTY OF PUBLIC Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunist telephone to the employment advancement in employment of qualified handlcapped individuals.

Seller must comply with the Fair Labor Standards Act of 1933, as amended, and orders and regulations promulgated thereunder; and Seller agrees that the turnishing of goods or veryices, and invoicing, shall be a certification of such compliance with respect to goods and services covered by Seller's invoices.

Purchaser, shall have the right to delay payment to Seller, without loss of discourage and by seller fails to conform to the terms herein; this clause shall not constitute any waiver

of Purchaser's rights or remedies against the Seller for late delivery.

No modification of the conditions hereof shall be effective unless made in writing and signed by both satisfaction of the conditions differing from those set forth herein, shall not indicate any integrity by vary add to, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms. No increase in the purchase price whether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent. Or the Control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, actor any

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, actrof any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to define other party.

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furfished hereunded the normal use thereof, are and shall be free and clear of intringement of any patent and that Seller will, at its own expense, if notified by Purchaser, defend or compromise any and all claims, actions, or suits charging such infringement and will save Burchaser harmless in sase of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the expectations of service-required and specified; and that the items purchased hereunder shall be free from defects in material and work manship and design (unless designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder or any part thereof be found under notified use and service within one year after date of delivery, to have been defective when received by Purchaser, seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

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Upon written request of Purchaser, Seller agrees to provide the services of addition required. The cost of such services shall be reasonable and on an itemized per diem basis and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the person and property of others on or near the premises. Seller further agrees that it carries and will continue to carry the following insurance with limits adequate to insure against all reasonably foreseeable injury or damage to the persons and property hereinabove set forth for which Seller might be held fully or partially liable: workmen's compensation insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective liability insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro rata portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event—any such-price increase is declared unlawful.

AND 281A2

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the Fiede eral State employment of qualified disabled veterans and veterans of the Vietnam era.

THEOL BRIZSelles agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

## COURTESY WEIGHT ARMSTRONG CORK COMPANY FLOOR PLANT - LANCASTER, PA.

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# CHEMCLENE CORP. MALVERN, PA. 19355 1711

PHONE (215) 644-2986

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#### RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 12 October 1970
Your Order Number: 39668 (9/30/78)
Material Reclaimed: Chlorothene (1,1,1-Trichloroethane)
Amount Recieved: approx. 1,100 gal (12,269 lb net)
Amount Recovered: 540 gal (5,854 lb net)
Yield: 47.7%
Results of laboratory analysis of reclaimed material:
Percent total acid acceptance (determined by titration): 0.210 %TAC (0.165 %TAC is the minimum acceptable)
Percent composition (determined by gas chromatography, copy of chromatogram attached):
l,1,1-Trichloroethane

Analysis certified by,

W. Lloyd Balderston

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COSTOMER PACKING SLIP 4 WINSTIONS ONE ORDANA Lancaster Floor Plant Armstrong MISCELLANEOUS Lancaster PA 17604 SHIPPING SHEET Date Issued Terms · BILL MAT'L 39668 N-30 8/21/78 ☐ Yes 本 No Bill Freight Via Ppd. Collect Ship From F.O.B. Reason for Shipment: (Check Che) Out Their Truck ane Fir Pit Lanc Floor Plant 100 ☐ Going ☐ Coming ☐ Return ☐ Repair ☐ Replace ☐ Sample ☐ Below SOU CPD ACCNT DPT OPR ACCOUNTING CODES 120 022 01 Chemclene Corp. Malvern, PA 19335

DESCRIPTION

Crude Chlorothene - to be reclaimed and returned

Each drum returned to Armstrong to be marked

to Armstrong Cork Company, Floor Plant, Lancaster

PRICE & UNIT

No Charge

OTHER DATA ISSUED BY:

**AUTHORIZED BY:** 

SHIPPED BY:

22 Drums

QUANTITY & UNIT

50 Gal/Drum

W. C. Allison/kmb

Stores - 500 Bldg.

Floor Plant Purchasing

CLS

**AMOUNT** 

Form 6591 3-77

SAME

PA 17604

"Reclaimed Chlorothene."

Inv. No. 1-1845-1010

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SALES TAX

DO NOT INVOICE PENNSYLVANIA SALES AND USE TAX. PAYMENT WILL BE MADE DIRECTLY TO PENNSYLVANIA DEPARTMENT OF REVENUE BY ARMSTRONG CORK COMPANY UNDER DIRECT PAYMENT PERMIT NO. 00130.

SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE HEREOF COLD TO THE TOTAL TRANSPORT CORK COMPANY

THE DAILE AND STANGES TO COMPLY WITH THE PROVISIONS OF Public Law 92-112, approved September 28, 1973, and the interior significance is a soft squared september 28, 1973, and the interior significance is a soft squared september 28, 1973, and the interior significance is a soft squared september 28, 1973, and the interior significance is a soft squared september 28, 1973, and the interior significance is a soft september 28, 1973, and the interior significance is a soft september 28, 1973, and the interior significance is a soft september 28, 1973, and the interior significance is a soft september 28, 1973, and the interior significance is a soft september 28, 1973, and the interior significance is a soft september 28, 1973, and the interior significance is a soft september 28, 1973, and the interior significance is a soft september 28, 1973, and the interior significance is a soft september 28, 1973, and the interior significance is a soft september 28, 1973, and the interior significance is a soft september 29, and the interior significance is a soft september 29, and the interior significance is a soft september 29, and the interior significance is a soft september 29, and the interior significance is a soft september 29, and the interior significance is a soft september 29, and the interior significance is a soft september 29, and the interior significance is a soft september 29, and the interior significance is a soft september 29, and the interior significance is a soft september 29, and the interior significance is a soft september 29, and the interior significance is a soft september 29, and the interior significance is a soft september 29, and the interior significance is a soft september 29, and the interior significance is a soft september 29, and the interior significance is a soft september 29, and the interior significance is a soft september 29, and the interior significance is a soft september 29, and the interior significance is a soft september 29, and the interior significance is a soft septe Which will be provided to it out to the my dome it themselves but the month of the garden continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the continues of the c

Seller_must:comply_with the Fair Labor Standards Act of 1923, as amended, and orders and regulations promulgated thereunder; and Seller agrees that the furnishing of goods on services covered by Seller's invoices.

Purchaser shall have the right-to delay payment to Seller, without loss of discount if any; and without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

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No modification of the conditions hereof shall be effective unless made in writing and signed by both parties? Acknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, addito, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms. No increase in the purchase price, whether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent.

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act/of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof? or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

CHEMICLENE CORP

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof, are and shall be free and clear of infringement of any patent and that Seller will, at its ewnexies protified by Purchaser, defend or compromise any and all claims, actions, or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the service onditions of service required and specified and that the items purchased hereunder shall be free from defects in material and workman-ship and design (unless-designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder of any part thereof be found under normal use and service within one year after date of delivery, to have been defective when received by Purchaser, Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

OICI-2481-1 10 001 • 1

Upon written request of Purchaser, Seller agrees to provide the services of a qualified Ligiteer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem basis and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the person and property of others on or near the premises. Seller further agrees that it carries and will continue to carry the following insurance with limits adequate to insure against all reasonably foreseeable injury or damage to the persons and property hereinabove set forth for which Seller might be held fully or partially liable: workmen's compensation insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective liability insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro rata portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price increase is declared unlawful.

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the Federal State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era.

TREED THE Sefler agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

**Armstrong** 

REMITTANCE ADVICE

224298

INVOICE NUMBER	VOUCHER NUMBER	INVOICE :: DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
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### CHEMCLENE CORPORATION LE L'INVOICE NO

BOX 26, R. D. #1 MALVERN, PENNSYLVANIA 19355

215 - 644-2986

Date of Invoice: October 31, 1978

Your Order Number: 39669 4.39670

Terms: Net, 30 days

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NOTE: Analysis & Yield Data Attached.

Armetrong Cork Co.

Lancaster, Penna.

PAID

CHECK No. 243482

DATE 275 DAY

# CHEMCLENE CORP. MALVERN, PA. 19355

PHONE (215) 644-2986

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## COURTESY WEIGHT ARMSTRONG CORK COMPANY OOR PLANT - LANCASTED FLOOR PLANT - LANCASTER, PA.

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FORM 2649 9-60	WEIGHED BY

**CUSTOMER PACKING SLIP 4** ... Lancaster Ploor Plant **MISCELLANEOUS** Armstrong Lancaster PA 17604 SHIPPING SHEET Terms to the second installed the second BILL MAT'L Date Issued 1990 1995 Shipping & Invoice Date: N-30 8/21/78 ☐ Yes III No F.O.B. Via Ppd. Collect Their Truck Bill Freight Out In □ Going □ Coming Ship From Reason for Shipment: (Check One) □Return □Repair □Replace Lanc Fir Pit: CPD ACCNT SOU OPR COUNTING 022 01 Chemclene Corp. Malvern, PA 19335 DATA ISSUED BY: Floor Plant Purchaging AUTHORIZED BY: SAME W. C. Allison/kmb SHIPPED BY: Stores - 500 Bldg. QUANTITY & UNIT DESCRIPTION PRICE & UNIT Crude Chlorothene - to be reclaimed and returned 22 Drums No Charge to Arastrong Cork Company, Floor Plant, Lancaster 50 Gal/Drum 14 14 14 14 15 PA 17604. Each Drum returned to Armstrong to be marked "Reclaimed Chlorothene." Inv. No. 1-1845-1010

Form 6591 3-77

Armstrong Cork Company

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Rediform ®

## RECEIVING RECORD

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BE SURE TO MAKE THIS RECORD ACCURATE AND COMPLETE

CUSTOMER PACKING SLIP 4 Armstrong Cork Company Lancaster Floor Plant **MISCELLANEOUS** Armstrong: Lancaster PA 17604 SHIPPING SHEET Our No. Shipping & Invoice Date BILL MAT'LAL Date Issued 8-21/78 39669 H-30 蘇州學林學於 ☐ Yes ☐ No Reason for Shipment: (Check One) Bill Freight Via: Ppd.: Collec anc Fir Pit Lanc Floor Plant ☐Return ☐Repair ☐Replace ☐Sample ☐ Below ☐ Going ☐ Coming ACCNT SOU OPR OF CPD CLS 01 022 ī 120 Chemclene Corp. Malvern, PA 19335 OTHER DATA ISSUED BY: Floor Plant Purchasing AUTHORIZED BY: W. C. Allison/kmb SHIPPED BY: Stores - 500 Bldg. PRICE & UNIT AMOUNT Crude Chlorothene - to be reclaimed and returned No Charge to Armstrong Cork Company, Floor Plant, Lancaster 50 Gal/Drum PA 17604 Bach drum returned to Armstrong to be marked "Reclaimed Chlorothene." Inv. No. 1-1845-1010 Form 6591 3-77

## RECEIVING RECORD

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#### RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 31 October 1978
Your Order Number: 39669 (9/30/78) and 39670 (9/30/78)
Material Reclaimed: Chlorothene (1,1,1-Trichloroethane)
Amount Received: approx. 1,400 gal total (16,504 lb net total
Amount Recovered: 918 gal total (9,951 lb net total)
Yield: 60.3%
Results of laboratory analysis of reclaimed material:
Percent total acid acceptance (determined by titration): 0.206 0.003 % TAC (0.165 %TAC id the minimum acceptable).
Percent composition (determined by gas chromatography, copy of chromatogram attached):
1,1,1-Trichloroethane97.4%
1,4-Dioxane 1.1%
Other stabilizers 1.5%

Analysis certified by,

W. Lloyd Balderston

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BILL TO

- SHIP AND - ARMSTRONG CORK COMPANY -LANCASTER FLOOR PLANT LANCASTER, PENNSYLVANIA 17604

"MARK FOR"; "ATTENTION": "ACCO. ORDER & RELEASE NO."

CONTACT PURCHASING AGENT, IMMEDIATELY, IF EXCEPTION IS TAKEN TO PRICE, QUANTITY, DE-LIVERY DATE, TERMS, ETC.

EASE ENTER OUR ORDER FOR THE FOLLOWING MATERIALS

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DO NOT INVOICE PENNSYLVANIA SALES AND USE TAX. PAYMENT WILL BE MADE DIRECTLY TO PENNSYLVANIA
DEPARTMENT OF REVENUE BY ARMSTRONG CORK COMPANY UNDER DIRECT PAYMENT PERMIT NO. 00130.

SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE HEREOF DE STRONG ARMSTRONG CORK COMPANY.

FORM 3746 1-76 PRINTED IN UNITED STATES OF AMERICA

THEOR DRIEGHOUS TO COMPLY With the provisions of Public Law 92412, approved September 26, 1973, and the roles and regulations usued resolvender, relating to the employment and advoncement in employment of qualified handleagued individuels.

must comply with the Fair Labor Standards Act of 1933, as amended, and orders and regulations promulgated thereunder; and Seller agrees that the furnishing of goods or services, land invoicing, shall be a certification of such compliance with respect to goods and services covered by Seller's invoices.

Purchaser shall have the right to delay payment to Seller, without loss of discount; If any, and without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

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No modification of the conditions hereof shall be effective unless made in writing and signed by both parties. Acknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add to, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms.

No increase in the purchase price, whether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent.

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof; or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

SACLEMCEMENT

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof, are and shall be free and clear of infringement of any patent and that Seller will, at its own expense if notified by Purchaser, defend or compromise any and all claims, actions, or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the actions of service required and specified; and that the items purchased hereunder shall be free from defects in material and workman—ship and design-(unless designed-by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder or any part thereof be found under normal use and service within one year after date of delivery, to have been defective when received by Purchaser, Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

Upon written request of Purchaser, Seller agrees to provide the services of a qualified Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem basis, and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the person and property of others on or near the premises. Seller further agrees that it carries and will continue to carry, the following insurance with limits adequate to insure against all reasonably foreseeable injury or damage to the persons and property hereinabove set forth for which Seller might be held fully or partially liable: workmen's compensation insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective liability insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro rata portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price-increase is declared unlawful.

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the Federal-State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era

and are suitable comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

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Seller must comply with the Fair Labor Standards Act of 1933, as amended, and orders and regulations promulgated thereunder; and OT Seller agrees that the furnishing of goods or services, and invoicing, shall be a certification of such compliance with respect to goods and services covered by Seller's invoices.

Purchaser shall have the right to delay payment to Seller, without loss of discounts if anywand without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

No modification of the conditions hereof shall be effective unless made in writing and signed to both parties. Acknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add to, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms.

No increase in the purchase price, whether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent.

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

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Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof, are and shall be free and clear of infringement of any patent and that Seller will, at its ewreekpenerif notified by Purchaser, defend or compromise any and all claims, actions, or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the conditions of service required and specified; and that the items purchased hereunder shall be free from defects in material and workman-ship and design (unless designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder or any part thereof be found under notified use and service within one year after date of delivery, to have been defective when received by Purchaser, Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

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Upon written request of Purchaser, Seller agrees to provide the services of a qualified Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem basis, and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the person and property of others on or near the premises. Seller further agrees that it carries and will continue to carry the following insurance with limits adequate to insure against all reasonably foreseeable injury or damage to the persons and property hereinabove set forth for which Seller might be held fully or partially liable: workmen's compensation insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective liability insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy. Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro rata portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price increase is declared unlawful.

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the Fede eral-State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam eral.

Seller agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

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#### CHEMCLENE CORPORATION

BOX 26, R. D. #1 MALVERN, PENNSYLVANIA 19355

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MAILEO 4 TAN 291

Date of Invoice: Nov. 17, 1978

Your Order Number: 39683

Terms: Net, 30 days

Delivery Ticket No.: 1752

PERCHLORETHYLENE

Armstrong Cork Co. Lencaster, Penna.

TRICHLORETHYLENE | Ib. net @

METHYLENE: CHLORIDE | Ib.: net @.

475 gel. reclaim 1-1-1 TRICHLOROETHANE

binet @ **61.08/gal. = 6513.00** 

Analysis & yield data attached.

PAID

CHECK No. 245183

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# CHEMCLENE CORP. MALVERN, PA. 19355

PHONE (215) 644-2986

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Armstrong Cork Company **CUSTOMER PACKING SLIP 4** Lancaster Floor Plant Lancaster PA 17604 MISCELLANEOUS Armstrong SHIPPING SHEET Our No. BILL MAT'L ins. Value Date Issued Terms Shipping & Invoice Date 39683 H-30 10/31/78 ☐ Yes 🔼 No Bill Freight
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Going Coming Ship From Reason for Shipment: Via Lanc Y1 Plt Lanc. Ploor Plant □Return □Repair □Replace □Sample □Below: CPD · ACCNT sou DPT OPR CLS ACCOUNTING CODES TO THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT OF THE REPORT O Chemclene Corp. L 022 01 Malvern, PA 19335 DATA ISSUED BY: Floor Plant Purchasing AUTHORIZED BY: SAMR W. C. Allison/dlh SHIPPED BY: Stores - 500 Bldg. QUANTITY & UNIT DESCRIPTION PRICE & UNIT AMOUNT Crude Chlorothene - to be reclaimed and returned Drums to Armstrong Cork Company, Floor Plant, Lancaster 50 Gel/Drum PA 17604. Each drum returned to Armstrong to be marked "Reclaimed Chlorothene." Inv. No. 1-1845-1010 NO djeser

Form 6591 3-77

#### RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 17 1	November 1978
Your Order	Number: 39683 (12/2/78)
Material Ro	sclaimed: Chlorothene (1,1,1-Trichloroethane)
Amount Rec	eived: approx. 1,250 gal (11,108 lb net)
Amount Reco	overed: 475 gal (5,149 lb net)
Yield: 46	.4%
Results of	laboratory analysis of reclaimed material:
Percei	nt total acid acceptance (determined by titration):
0.189	$\pm$ 0.002 %TAC (0.165 %TAC is the minimum acceptable).
Percei	nt composition (determined by gas chromatography,
сору с	of chromatogram attached):
<u>.</u>	1,1,1-Trichloroethane96.2%
ì	1,4-Dioxane (stabilizer)
(	Other stabilizers 2.6%
	Analysis certified by

W. Lloyd Balderston

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PROPERTY AND DE LIZANCASTER, PENNSYLVANIA 17604

EXCEPTION IS TAKEN TO PRICE, QUANTITY, DE-LIVERY DATE, TERMS, ETC.

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DO NOT INVOICE PENNSYLVANIA SALES AND USE TAX, PAYMENT WILL BE MADE DIRECTLY TO PENNSYLVANIA

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DEPARTMENT OF REVENUE BY ARMSTRONG CORK COMPANY UNDER DIRECT PAYMENT PERMIT NO. 00130(1)(1)

SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE HEREOF DE PRINTED ARMSTRONG CORK COMPANY 🖖 insmisoigms site or zizerigme lebetiz evig 👀 then for sharefeet wereans and verseans of the FORM 3746 1-76 PRINTED IN UNITED STATES OF AMERICA

THADA DRIBANDAUGISES 30 comply with the provisions of Public-Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder relating to the employment and advancement in employment of qualified handicanged individuals.

Seller must comply with the Fair Labor Standards Act of 1923, as amended, and orders and regulations promulgated thereunder; and Seller agrees that the furnishing of geods or services, and invoicing, shall be a certification of such compliance with respect to goods and services covered by Seller's invoices.

Purchaser, shall have the right-to delay payment to Seller, without loss of discount; if any and without breach of any other payment term

Purchaser shall have the right to delay payment to Seller, without loss of discounts of any sand without breach of any other payment term herein, for the same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

No modification of the conditions hereof shall be effective unless made in writing and signed by both parties. Acknowledgment on standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add to, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms. No increases in the purchase price whether for extra work or otherwise, shall be effective unless authorized in a supplemental purchase order issued by Purchaser's purchasing agent. Of the

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, act of any governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereof, or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof are and shall be free and clear of infringement of any patent and that Seller will, at its own expense; if potified by Purchaser, defend or compromise any and all claims, actions, or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the seconditions of service required and specified; and that the items purchased hereunder shall be free from defects in material and work manship and design (unless designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder or any part thereof be found under normal use and service within one year after date of delivery, to have been defective when received by Purchaser, Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

Upon written request of Purchaser, Seller agrees to provide the services of a qualified Engineer to aid the contractor in the installation required. The cost of such services, shall be reasonable and on an itemized per diem basis and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently reports be direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the person and property of others on or near the premises Seller further agrees that it carries and will continue to carry the following insurance with limits adequate to insure against all reasonably foreseeable injury or damage to the persons and property hereinabove set forth for which Seller might be held fully or partially liable: workmen's compensation insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective liability insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed. Purchaser will pay a pro rata portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

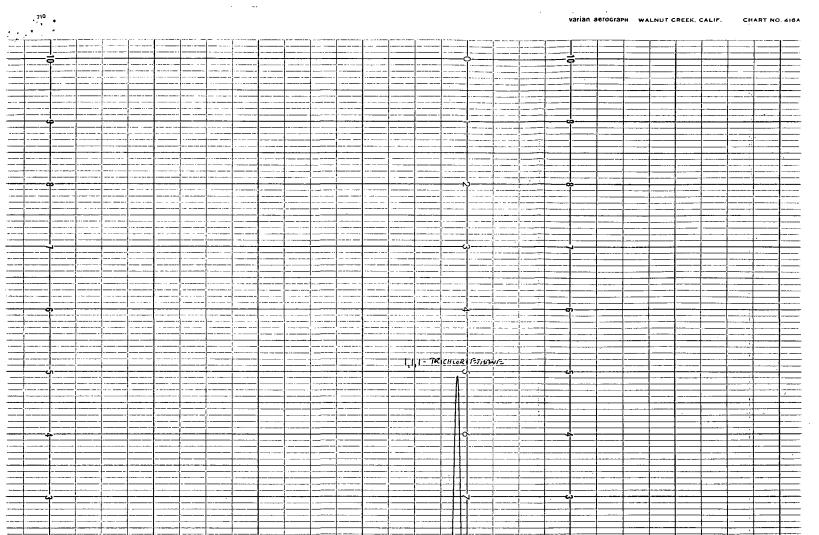
Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price increase is declared unlawful.

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of amployment openings with the local office of the Federal State employment of qualified disabled veterans and veterans of the Vietnam era.

THERA PRIESEMENT agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.



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LANCASTER, PA. 17604

December 21, 1978

Chemclene Corp. Malvern, Pa. 19355

#### Gentlemen:

Our Lancaster Floor Plant reports the receipt of 459 Gallons reclaimed chlorothene on 10/31/78 which applies to our Order 39669 and same quantity against Order 39670 both of which we have no record of receiving invoices.

If the above information agrees with your records, kindly forward copies of your invoices to my attention.

Very truly yours,

(Mrs.) Verna M. Lint Chief Clerk, Accounts Payable Plant Information Services

JS

W. C. Allison

BOX 26, R. D. #1 MALVERN, PENNSYLVANIA 19355 215 - 644-2986

MAILED A TAN 79

Date of Invoice: December 27, 1978

Your Order Number:

Terms:

Net, 30 days

Armstrong Cork Co. Lancaster, Penna.

Delivery Ticket No.:

PERCHLORETHYLENE_	lb. net @	
TRICHLORETHYLENE	lb. net @	
		\$ 1.00 m

702 gallons recl. 1-1-1 TRICHLOROETHANE

lb. net @\$1.08/gal. - \$758.16

Analysis & yield data attached

PAID

CHECK No. 246731

DATE 35 DIN 79

# CHEMCLENE CORP. MALVERN, PA. 19355 170

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PHONE (215) 644-2986

ARMSTRONG # 39684

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### ... PURCHASE ORDER



Lancaster Floor Plant

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CHEMCLENE CORP

MALVERN PA 19355

PAGE #	ORDER DATE	DATE WANTED	ORDER & REL. #	P.A.	l
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### IMPORTANT

ALL SUPPORTING PAPERS MUST SHOW THIS INFORMATION COMPLETE

BILL TO

SHIP AND ARMSTRONG CORK COMPANY

LANCASTER FLOOR PLANT LANCASTER, PENNSYLVANIA 17604

"MARK FOR"; "ATTENTION"; "ACCO. ORDER & RELEASE NO."

CONTACT PURCHASING AGENT IMMEDIATELY IF EXCEPTION IS TAKEN TO PRICE, QUANTITY, DE-LIVERY DATE, TERMS, ETC.

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DO NOT INVOICE PENNSYLVANIA SALES AND USE TAX. PAYMENT WILL BE MADE DIRECTLY TO PENNSYLVANIA DEPARTMENT OF REVENUE BY ARMSTRONG CORK COMPANY UNDER DIRECT PAYMENT, PERMIT NO. 00130. 

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SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE HEREOF.

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Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furnished hereunder, and the normal use thereof are and shall be free and clear of infringement of any patent and that Seller will, at its own expense if notaled by Purchaser, defend of compromise any and all claims, actions, or suits charging such infringement and will save Purchaser harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the smooditions of service required and specified; and sharthe items purchased hereunder shall be free from defects in material and work manship and design (unless designed by Purchaser) and shall be fit for the purposes intended. If the goods purchased hereunder or any part thereof be found under normal use and service within one year after date of delivery, to have been defective when received by Ranchaser.

Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

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Upon written request of Purchaser, Seller agrees to provide the services by a mailfied Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem basis and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction supervision, and participal interproposes and for any other persons or firms Seller engages to assist in performance. Seller shall maintain adequate safeguards and use reasonable care to protect Purchaser's employees and property, and the person and property of others on or near the premises. Seller further agrees that it carries and will continue to carry the following insurance with limits adequate to insure against all reasonably foresees the injury or damage to the persons and property hereinabove set forth for which Seller might be held fully or partially liable: workmen's compensation insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective liability insurance.

In the event that property of Purchaser comes into Seller's possession, it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement; and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior, written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy. Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed. Purchaser will pay a pro rata portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price increase is declared unlawful.

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701; dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the redeeral-State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam-eral and regulations are respectively approved occurrence.

TRADA DRIZ Seller agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

RECEIVING RECORD

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Lancaster Eloor Plant P-1447 Armstrong Lancaster PA 17604 MISCELLANEOUS." SHIPPING SHEET 39684 11/1/78 Ship From Bill Freight F.O.B. ***** Reason for Shipment: (Check One) Lanc. Floor Plant ☐ Going ☐ Coming ☐ Return ☐ Repair ☐ Replace ☐ Sample ☐ Below ... CPD Chemclene Corp. Malvern, PA 19335 OTHER DATA ISSUED BY: Plant Purchasing SHIPPED BY: 500 Bldg. DESCRIPTION PRICE & UNIT QUANTITY & UNIT 22 Crude Chlorothene - to be reclaimed and recturned 25 Drums No Charge to Armstrong Cork Company, Lancaster Floor Plant 50 Gal/Drum Laucaster, PA 17604. Each drum returned to Armstrong to be marked "Reclaimed Chlorothene." Inv. No. 1-1845-1010 Form 6591 3-77

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### RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 27 December 1978
Your Order Number: 39684 (11/1/78)
Material Reclaimed: Chlorothene (1,1,1-Trichloroethane)
Amount Received: approx. 1,250 gal (11,808 lb net)
Amount Recovered: 702 gal (7,610 lb net)
Yield: 64.4%
Results of laboratory analysis of reclaimed material:
Percent total acid acceptance (determined by titration): $0.218 \pm 0.002$ %TAC (0.165 %TAC is the minimum acceptable)
Percent composition (determined by gas chromatography, copy of chromatogram attached):
1,1,1-Trichloroethane96.1%
1,4-Dioxane (stabilizer)
Other stabilizers
Analysis certified by,
W. Lloyd Balderston

REMITTANCE ADVICE

INVOIC NUMBI	ER	VOUCHER NUMBER	: INVOICE DATE	INVOICE AMOUNT	DISCOUNT	NET AMOUNT	
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NOTE: Analysis & yield data attached.

PAID

CHECK No. 250864

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# CHEMCLENE CORP. MALVERN, PA. 19355 1

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PHONE (215) 644-2986

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RECORD ACCURATE AND COMPLETE

CUSTOMER PACKING SLIP 4 Armstrong Cork Company Lancaster Floor Plant Armstrong MISCELLANEOUS Lancaster PA 17604 SHIPPING SHEET Our No. Date Issued BILL MAT'L 11/1/78 □ Yes TNo Bill Freight Reason for Shipment: (Check One) Lane 71 Pit / Lanc. Ploor Plant Out : Going Coming ☐ Return ☐Repair ☐Replace ☐Sample ☐ Below CPD ACCNT SOU DPT OPR I ACCOUNTING 7 120 02201 Chemeclene Corp. Malvern, PA 19335 OTHER DATA ISSUED BY: Floor plant Purchasing SAME AUTHORIZED BY: V. C. Allison/dlh SHIPPED BY: Stores - 500 Bldg. DESCRIPTION QUANTITY & UNIT PRICE & UNIT AMOUNT 23 Crude Chlorothene - to be reclaimed and returned No Charge to Armstrong Cork Company, Ploor Plant, Lancaster 50 Gal/Drum PA 17604. Each drum returned to Arestrong to be marked "Reclaimed Chlorothene." Inv. No. 1-1845-1010

Form 6591 3-77

### RECLAIMATION REPORT FOR ARMSTRONG CORK COMPANY

Date: 11 January 1979
Your Order Number: 39685 (11/1/78)
Material Reclaimed: Chlorothene (1,1,1-Trichloroethane)
Amount Received: approx. 1,250 gal (12,600 lb net) Amount Recovered: 864 gal (6,366 lb net) Yield: 74.3%
Results of laboratory analysis of reclaimed material:
Percent total acid acceptance (determined by titration): 0.218+0.002 %TAC (0.165 %TAC is the minimum acceptable).
Percent composition (determined by gas chromatography, copy of chromatogram attached):
1,1,1-Trichloroethane96.5%
1,4-Dioxane (stabilizer) 1.9%
Other stabilizers
Analysis certified by,
W. Lloyd Balderston

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THADA DRIZAHORUNGEDS (D' COMPÉV, With the provisions of Public Law 92-112, approved September 25, 1973, and the rules are regulations issued thereunder, relating to the employment and advancement in employment of qualitied handicapped andividuals.

Seller must comply with the Fair Labor Standards Act of 1923, as amended, and orders and regulations promulgated thereunder; and Seller agrees that the furnishing of goods or services, and invoicing, shall be a certification of such compliance with respect to goods and sellers invoices.

Purchaser shall have the right to delay payment to Seller, without loss of size country it my same number of days as delivery by Seller fails to conform to the terms herein; this clause shall not constitute any waiver of Purchaser's rights or remedies against the Seller for late delivery.

Purchaser's rights or remedies against the Seller for late delivery.

Purchaser's rights or remedies against the Seller for late delivery.

No modification of the conditions hereof shall be effective unless made in writing and signed by both partiagage provided mention standard forms, containing terms and conditions differing from those set forth herein, shall not indicate any intention to vary, add to, or detract from the terms and conditions hereon unless such intent is clearly expressed by a means other than mere use of such standard forms. No increase in the purchase price whethere for extra work or otherwise, shall be effective unless authorized in a supplemental burchase order issued by Purchaser's purchasing agent. Or this action is a supplemental burchase order issued by Purchaser's purchasing agent.

Any cause beyond the control of the parties, including but not limited to sabotage, fire, flood, strikes, riot, insurrection, war, actvotany governmental authority, priorities granted at the request or for the benefit directly or indirectly of any government or agency thereoff or act of God, which results in failure of either party to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance, but shall entitle either party to cancel the purchase order on notice in writing to the other party.

Seller warrants and agrees that all merchandise and equipment (unless designed by Purchaser) furgished hereinden had the normal use thereof, are and shall be free and clear of infringement of any patent and that Seller will, at its own expense, if notified by Purchaser, defend or compromise any and all claims, actions, or suits charging such infringement and will save Eurchaser, harmless in case of any such infringement and indemnify Purchaser against all losses.

Seller warrants that the materials and equipment furnished hereunder shall give proper performance and continuous service under all the seconditions of service required and specified; and that the items purchased hereunder shall be free from defects in material and workman—ship and design (unless designed by Eurchaser) and shall be fit for the purposes intended. If the goods purchased hereunder or any part thereof be found under normal use and service within one year after date of delivery, to have been defective when received by Rurchaser.

Seller shall repair or replace said part at no cost to Purchaser, and shall pay all transportation costs associated with the return of the goods or parts thereof to Seller's plant and reshipment to the Purchaser. Any warranty called for in specifications attached to or included by reference herein shall apply in addition to, and not in contravention of, the above warranty.

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Upon written request of Purchaser, Seller agrees to provide the services pro equiffied Engineer to aid the contractor in the installation required. The cost of such services shall be reasonable and on an itemized per diem basis, and shall be listed separate from the equipment furnished. If equipment installation or operational difficulties arise due to defect in the Seller's design or the materials or workmanship of the equipment, Seller shall provide such services at no cost to Purchaser.

If Seller is required to have access to Purchaser's premises then, by acceptance of this order, it is agreed that Seller shall be solely and independently responsible for the direction, supervision, and control of its employees and for any other persons or firms Seller engages to assist in performance. Seller shall mantanage and property, and the person and property of others on or near the premises. Seller further agrees that it carries and will continue to carry the following insurance with limits adequate to insure against all-reasonably foreseeable injury or damage to the persons and property hereinabove set forth for which Seller might be held fully or partially liable. Working insurance, public liability insurance, and, in the event Seller employs a subcontractor, protective liability insurance.

In the event that property of Purchaser comes into Seller's possession; it is understood and agreed that Seller assumes full responsibility for such property while it is in Seller's possession. Seller further agrees that said property of Purchaser shall be insured by fire and extended coverage policy of a reputable insurance company, and shall, upon request, submit proof of such insurance.

Seller shall use every reasonable effort to maintain as confidential any and all information received by Seller in the course of performance of this Agreement, relating to designs, property, equipment, processes or materials owned or used by Purchaser; and Seller shall not reveal any of such information, except to persons having need therefor in the performance of this Agreement, and shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior written consent.

In the event Seller commits any act of bankruptcy or becomes subject to any proceedings under any Chapter of the Federal Bankruptcy. Act or state receivership proceedings of even date herewith or subsequent hereto. Purchaser expressly reserves the right to cancel this Purchase Order without payment of damages or any consideration, except, to the extent the contract has been performed, Purchaser will pay a pro rata portion of the total price.

Assignments of this Purchase Order or any rights hereunder, whether voluntarily, by operation of law or when Seller is subject to the provisions of any Chapter of the Bankruptcy Act, is expressly prohibited and will be grounds for termination.

Unless exempted by federal law, regulation or order, the Seller agrees to comply with the Equal Employment Opportunity provisions of Executive Order 11246, as amended, and the listing provisions to give special emphasis to the employment of Vietnam veterans under Executive Order 11701, as well as the rules and regulations pursuant to both Orders, all of which are incorporated herein by reference. For failure to comply, the Purchaser reserves the right to cancel, in whole or in part, the commitment for materials described in this Purchase Order.

Except for items furnished hereunder which are designed by Purchaser, Seller agrees to indemnify and hold Purchaser harmless for all damages or losses of any nature whatsoever which Purchaser incurs as a result of Seller's failure to comply with the Occupational Safety and Health Act of 1970, including the standards and regulations issued thereunder, and for the failure of the items furnished pursuant to this Purchase Order to so comply.

All price increases effected by Seller after August 14, 1971, which relate to any item purchased hereunder shall conform to applicable governmental price standards and regulations, and Seller shall reimburse Purchaser all amounts paid in excess of lawful price in the event any such price increase is declared unlawful.

Seller agrees to comply with the provisions of Public Law 92,540, approved October 24, 1972, Executive Order 11701, dated January 24, 1973, and the rules and regulations issued thereunder relating to the listing of employment openings with the local office of the Federal-State employment service system to give special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era.

ਸਮਝੂਲ ਕਰਮਾਣ Seller agrees to comply with the provisions of Public Law 92-112, approved September 26, 1973, and the rules and regulations issued thereunder, relating to the employment and advancement in employment of qualified handicapped individuals.

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### 23 January 1979

Mr. W. C. Allison Armstrong Cork Company Lancaster Floor Plant Lancaster, PA 17604

Dear Mr. Allison:

For almost a year now we have been removing Armstong's dirty chlorothene (in 22 drum lots as you accumulate it), reclaiming and returning it to your Lancaster Floor Plant. With each batch of reclaimed chlorothene returned we have provided yield, chemical stability and percent composition data. We have done this for \$1.08 per reclaimed gallon

However, due to the increased cost of labor, energy and supplies consumed in the reclaimation process we find it necessary to increase the price for this service. Therefore, effective 1 March 1979 the price will be \$1.19 per reclaimed gallon. We will still continue to provide analysis and yield data with each lot returned.

We sincerely regret the need for this price increase. We very much appreciate your past business and look forward to serving Armstrong Cork as best we can in the future. Please call us if you should have any questions.

Sincerely,

W. Lloyd Balderston

### 26 September 1978

Mr. W. C. Allison Armstrong Cork Company Lancaster Floor Plant Lancaster, PA 17604

Dear Mr. Allison:

My apologies for the enclosed invoices being mailed to you so long after the material was shipped to Armstrong Cork Co. We had a problem with some of our analytical instrumentation and thus were unable to perform one of the analyses. There are also two other late invoices under seperate cover.

If it is more convenient for you Armstrong may pay these invoices 30 days from today.

Thank you very much for your business.

Sincerely,

W. Lloyd Balderston, President

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